

Appendix: K – Four Party Agreements

FISCAL IMPACT AGREEMENT BY AND AMONG
THE CITY OF FONTANA, CALIFORNIA, THE
FONTANA REDEVELOPMENT AGENCY AND THE
CENTRAL VALLEY FIRE PROTECTION DISTRICT

This Agreement, dated this 17th day of June, 1985, is entered into by and among the City of Fontana, California, a municipal corporation (the "CITY"), the Fontana Redevelopment Agency, a body corporate and politic (the "AGENCY") and the Central Valley Fire Protection District (the "DISTRICT").

R E C I T A L S

This Agreement is being entered into with reference to the following facts and for the following reasons:

1. District is a fire protection district organized and operated under Health and Safety Code § 13800, which provides fire protection services to the City of Fontana and is a taxing agency within the area of the Agency.

2. The City of Fontana by ordinance is included within the District.

3. The Agency is a community redevelopment agency organized and operated under Health and Safety Code § 33000 et seq., authorized by Health and Safety Code § 33401 to provide in lieu payments to taxing agencies such as the District.

4. The City and Agency have approved and adopted in accordance with State law and, specifically, the Community

Redevelopment Law, Redevelopment Plans for the following areas: Southwest Industrial Park, Jurupa Hills Project, North Fontana, Downtown and the amendments thereto (the "PROJECT AREA").

5. The revenues currently allocated to District are not sufficient to provide the level of fire protection services as requested by the City and Agency within the Project Areas.

6. Therefore, the City and Agency have agreed to provide funds for such an increased level of services and to mitigate adverse fiscal impacts on the District in the absence of this Agreement.

7. The Agency has adopted a resolution which contains findings supported by substantial evidence that redevelopment of the Project Areas has caused a financial burden or detriment to the District which is commensurate or greater than the to be paid to the District as specified in Section 1 of this Agreement and said resolution of the Agency together with the findings and determinations set forth therein are acknowledged by all parties hereto as accurate and correct as of the date hereof.

A G R E E M E N T S

NOW THEREFORE, it is agreed by and among the parties hereto as follows:

Section 1. The Agency and City hereby agree to pay

the District the sum of Seven Hundred Ten Thousand Eight Hundred Fifty Dollars (\$710,850.00) in order to compensate the District for the cost of maintenance and operation of fire protection facilities and services and for providing appropriate District personnel for such purpose which benefit Project Areas for the fiscal year ending June 30, 1986.

Section 2. The Agency and City shall remit or cause to be remitted to the District the sum authorized in Section 1 hereof, in whole or in part, or from time-to-time, as shall be requested by the District to alleviate the fiscal detriment or burden to the District; provided, however, that all amounts shall be paid to District or for its account by June 30, 1985.

Section 3. The sums paid to the District pursuant to and in accordance with this Agreement shall constitute an indebtedness incurred by the Agency in accordance with Health and Safety Code § 33670(b) to finance the redevelopment projects included within Project Areas for which a Statement of Indebtedness of the Agency may be filed with the County of San Bernardino pursuant to Health and Safety Code § 33675.

Section 4. Should any party to this Agreement be required to bring an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, as determined by the Court, and costs.

Section 5. This Agreement shall commence as of the date set out above and shall terminate on June 30, 1986,

or upon execution of a tax allocation agreement between
the parties hereto and the County of San Bernardino.

(SEAL)

ATTEST:

By: Patricia Murray
City Clerk

CITY OF FONTANA, CALIFORNIA

By: Nathan A. Simon
Mayor

(SEAL)

ATTEST:

By: Delores Boranegra
Secretary

FONTANA REDEVELOPMENT AGENCY

By: William Kragg
Chairman

(SEAL)

ATTEST:

By: Debbie Mahony
Title: Deputy

CENTRAL VALLEY FIRE PROTECTION
DISTRICT

By: Robert O. Townsend
ROBERT O. TOWNSEND
Chairman, Board of Supervisors
acting in its capacity as the
governing body of the Central
Valley Fire Protection District

JUN 17 1985

ALAN K. MARKS
San Bernardino County Counsel

By: Elizabeth R. Hanna

Title: Deputy County Counsel

I, Dolores Bocanegra, Secretary of the Fontana Redevelopment Agency, by the attestation hereof, do hereby certify that the above and foregoing Agreement is a full, true and correct copy, without change, modification or alterations, of the Agreement as approved by official action of the Agency pursuant to Minute Action as approved on June 18, 1985.

Dolores Bocanegra
Secretary

AGREEMENT BETWEEN THE FONTANA
REDEVELOPMENT AGENCY, CITY OF FONTANA, CALIFORNIA
AND THE COUNTY OF SAN BERNARDINO, CALIFORNIA

This Agreement is made and entered into as of the 21st day of December, 1981, by and between the City of Fontana (hereinafter referred to as "City"); the Fontana Redevelopment Agency (hereinafter referred to as "Agency"); the County of San Bernardino acting for itself and on behalf of the County Library and the Superintendent of Schools, and as the Governing Board of Central Valley Fire Protection District and the San Bernardino County Flood Control District, (hereinafter referred to as "County").

WHEREAS, Agency and City have created a redevelopment project per City Ordinance No. 706, known as the Jurupa Hills Redevelopment Project ("Redevelopment Plan"); and

WHEREAS, County has filed suit against City and Agency challenging the validity of the environmental determination made by City and Agency, and the validity of the procedure and content of the Redevelopment Plan between City and Agency, which proceeding is entitled COUNTY OF SAN BERNARDINO, Plaintiff, vs. ALL PERSONS INTERESTED IN THE MATTER OF THE FONTANA JURUPA HILLS COMMUNITY REDEVELOPMENT PROJECT IN THE CITY OF FONTANA, etc., Respondents, San Bernardino County Superior Court Case No. 206960; and

WHEREAS, the parties desire to settle their differences in the manner set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, COUNTY AND AGENCY HEREBY AGREE AS FOLLOWS:

SECTION 1. That a judgment in the above entitled action be entered which incorporates the following terms and conditions:

A. County, City and Agency agree that this Agreement in no manner requires Agency to initiate procedures to amend the Redevelopment Plan, nor does this Agreement conflict with or shall be considered to be in derogation of the Redevelopment Plan. This Agreement shall be considered as providing a vehicle to alleviate any financial burden or detriment caused to certain affected taxing agencies by reason of the Redevelopment Plan, pursuant to Health and Safety Code Section 33401.

B. Agency agrees that in each year that the Redevelopment Plan, including amendments, is effective, it shall pay to Flood Control District, and County taxing agencies, an amount of money equivalent to that calculated by the following provisions as going to said entities. Agency and such entities shall comply with the following provisions:

(1) County and all County taxing agencies for which a property tax is levied by or on behalf thereof within the Project Area, except with respect to the Flood Control District which shall at all times receive tax increment amounts that would otherwise be allocated to Agency, shall forego all tax increment revenues attributable to the property tax within the Project Area for the term of the Redevelopment Plan except to the extent as hereinafter provided. County taxing agencies are defined as the County of San Bernardino and those other taxing agencies which levy and collect taxes or for which taxes are levied and collected in the Project Area governed by the Board of Supervisors of the County of San Bernardino in its various governmental capacities, except the Flood Control District. The County taxing agencies shall contribute their source of taxes which would otherwise be allocated to them as a tax revenue tax increment until the conditions of the following Paragraph (2) occur. Agency and City agree to construct in accordance with the then current standards of the County of San Bernardino the following projects of regional benefit:

(a) Construction of a regional fire station as approved by the Board of Supervisors of the County of San Bernardino;

(b) Construction of certain flood control channels as located in the Specific Plan for the Southridge Village Development as approved in City's Ordinance 712 dated December 15, 1981, and as certified by the County Flood Control Engineer to meet regional flow capacity standards of the Flood Control District and approved by the Board of Supervisors of County; and,

(c) Construction of such bridges over the flood control channels as are needed for (b) above and as approved by the County Flood Control Engineer and the Board of Supervisors of County.

(2) Upon accumulation of funds from the County taxing agency's tax increment necessary for the completion of the projects listed in paragraph (1) of this agreement, or upon accumulation of \$20,000,000 tax increment funds attributable to County taxing agencies, whichever occurs sooner, the tax increment funds attributable to County taxing agencies thereafter collected from the project will be paid to the County taxing agencies in proportion to their share of taxes levied to relieve the financial burden placed upon these agencies by the Redevelopment Plan, pursuant to Section 33401 of the Health and Safety Code. Agency hereby authorizes the Auditor-Controller of County to withhold the amount to be paid to Agency as provided in this Agreement from tax revenue increment payments to Agency which are provided in the Redevelopment Plan, and to pay said sums directly to Flood Control District and County taxing agencies as provided in this Agreement.

C. City and Agency covenant and agree that they will pay for the full cost of maintenance and operation of fire protection

facilities and services in the Project Area as determined by the Governing Board of the Fire Protection District. This obligation is to relieve the financial burden placed upon the Fire Protection District for fire protection pursuant to Health and Safety Code Section 33401.

D. The parties agree that City and Agency may not amend, modify or change the Redevelopment Plan in any manner which affects the financial provisions set forth in this Agreement, nor may the City and Agency increase their bonding limit for the project, without the specific approval of the Board of Supervisors of County.

E. The Agency and City shall use their best faith efforts to phase Agency projects within the project area with private development so that tax increment revenues may be returned to the County taxing agencies within a ten-year period from the date of this Agreement by obtaining agreements by and between Agency and builders/developers which demonstrate the need for planned Agency projects and project adequate revenues to permit restoration of tax revenues to County taxing agencies.

SECTION 2. In consideration of the agreement of the parties hereto, County hereby agrees not to further initiate or maintain any legal proceedings or to participate in any or to assume a role adverse to that of Agency, or to otherwise contest or challenge the validity of the Redevelopment Plan, the Draft and Final EIR 81-3, the procedures relating thereto or any of the resolutions, documents, findings and determinations or other matters in connection therewith as found, determined, conducted or prepared by Agency and/or City in respect to the Redevelopment Plan. If and to the extent County may have initiated legal proceedings pursuant to Health and Safety Code Section 33501, such legal proceedings shall be terminated by judgment in accordance with this Agreement by County within five business

days after the execution of this Agreement or as soon thereafter as meets the convenience of the Court.

This Agreement is dated as of the date first above written.

Approved as to legal form

Tina J. St.
Agency Attorney

FONTANA REDEVELOPMENT AGENCY

By: C. A. Wells
Chairman of the Fontana
Redevelopment Agency

Approved as to legal form

[Signature]
City Attorney

CITY OF FONTANA

By: [Signature]
Mayor

COUNTY OF SAN BERNARDINO,
acting for itself and on behalf
of the COUNTY LIBRARY and the
SUPERINTENDENT OF SCHOOLS; and
as the Governing Board of the
CENTRAL VALLEY FIRE PROTECTION
DISTRICT and the SAN BERNARDINO
COUNTY FLOOD CONTROL DISTRICT

ATTEST:

Clerk of the Board of
Supervisors

By: [Signature]
Deputy

By: [Signature]
Chairman, Board of
Supervisors

DEC 21 1981

Approved as to legal form

COUNTY COUNSEL

By: Craig S. Jordan
Deputy

TO: Mayor & City Council
FROM: Jack D. Ratelle, City Manager
SUBJECT: Tax Increment Agreement Between the County of San Bernardino
and the City of Fontana
DATE: December 29, 1981

Attached is a draft of the agreement which was approved by the County Board of Supervisors on December 22, 1981. This agreement is by and among the County of San Bernardino, the Fontana Redevelopment Agency and the City of Fontana.

On December 15, 1981 the Agency approved two separate agreements with the County which provide for the alleviation of fiscal impacts and the construction of certain public improvements of a regional nature. This agreement as revised and approved by the Board of Supervisors incorporates the basic concepts of the agreements.

The Agency has previously approved the major points covered by the County agreement and the agreement may be executed by the Redevelopment Agency. However, the City has not previously approved the entering into of such an agreement and must now authorize the execution of this agreement and become a party to said agreement.

Although discussions were held with regard to the establishment of various procedures to fund the operating costs of both the County Flood Control District and the Central Valley Fire Protection District, it was decided that it would be to the Agency's best interest to permit an additional pass through of tax increment monies to the Flood Control District because such represents only 1.1% of the total tax dollar in the project area. The Agency and the City will benefit in the long term by permitting this pass through of a small percentage of the County Flood Control tax increment rather than obligate the Agency and the City to these expenditures. Whereas it was determined that with respect to the Central Valley Fire Protection District the Agency and the City be given the option to provide through other monies for the funding of the net operating expenses of the District and if determined appropriate at some future time, to perhaps then permit a pass through of the tax increment monies.

These arrangements will not adversely impact upon the ability of the Agency to issue its tax allocation bonds. This very point was highlighted by the supervisors prior to approval of the agreement.

JDR/TS/pa

December 21, 1981



12-21-81

FROM: ALBERT R. REID
Assistant County Administrative Officer

SUBJECT: CITY OF FONTANA REDEVELOPMENT AGENCY (JURUPA HILLS
REDEVELOPMENT PROJECT)

RECOMMENDATION:

Approve Agreement between the City of Fontana (Jurupa Hills Redevelopment Project) and the County of San Bernardino defining financial provisions of tax increment allocation.

BACKGROUND:

On October 6, 1981, the City of Fontana adopted Ordinance 7086 approving a proposed Redevelopment plan for the Jurupa Hills Project. The Ordinance contained no agreement of tax increment distribution between the Agency and the County. Since that time, and after extensive negotiations, the County and Agency have reached an agreement regarding tax increment financing of certain improvements considered to be of regional benefit.

The attached Agreement contains provisions which provide for the Agency's retention of \$20 million of tax increment otherwise due County, to be used as County's portion of cost towards the construction of a Flood Control channel, fire station and bridges. The total tax allocation bonded indebtedness for construction of these facilities is projected at \$64,516,129.03.

The Agreement further provides that the Agency will make provisions for construction of fire stations within Project Area, to be utilized by the Central Valley Fire Protection District consistent with development growth needs as determined by the County.

REVIEW BY OTHER DEPARTMENTS: Dick Strong, Deputy County Counsel,

AGREEMENT NO. 81-816

Action of the Board of Supervisors

cc: CAO *12-4-81*
Co. Counsel
Auditor
City of Fontana
Redev. Agency of
Fontana

✓ file *ad*

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

Agreement 81-816

MOTION	<u>M</u>	<u>3</u>	<u>Ab.</u>	<u>Aye</u>	<u>Aye</u>
	1	2	3	4	5

ANDREE DISHAROON, CLERK OF THE BOARD

BY A. Carolyn Walling

DATED: DEC 22 1981

participated in the review/drafting of attached Agreement which represents the results of our negotiations.

ARR:DCC:nm

Attachment

as attorneys for the Central Valley Fire Protection District and County Board of Supervisors to prepare appropriate documents that incorporate the above.

SEAL

ATTEST:

By: Patricia D. Murray
City Clerk

CITY OF FONTANA

By: Nathan A. Simon
Mayor

SEAL

ATTEST:

By: Colleen Boran
Redevelopment Agency Secretary

By: William K. Kagan
Redevelopment Agency Chairman

ATTEST:

CENTRAL VALLEY FIRE PROTECTION
DISTRICT

By: _____

Title: _____

By: _____
Robert O. Townsend, Chairman
Board of Supervisors, County
of San Bernardino, acting in
its capacity as the governing
body of the Central Valley Fire
Protection District

ATTEST:

BOARD OF SUPERVISORS,
THE COUNTY OF SAN BERNARDINO

By: _____

Title: _____

By: _____
Robert O. Townsend, Chairman
Board of Supervisors,
County of San Bernardino

Attachment A
PROPOSED TAX INCREMENT SPLITS

Redevelopment Area	County General Fund	County Library	County Super. of Schools ₁	Fontana Unified School ₁	County Flood Control	Chaffey Community College ₁	City of Fontana	Chino Basin MWD	Central Valley Fire	West End Resource Conservtn	Perce Total
SWIP #2	0.05	0.0212	0	0	0.0310	0	0.65	0.036	0.204	0.0012	99.
SWIP #3	0.05	0.0212	0	0	0.0310	0	0.65	0.036	0.204	0.0012	99.
SWIP #4	0.05	0.0212	0	0	0.0369	0	0.65	0.0443	0.1957	0.0018	9.
Downtown #3 ²	0.05	0.0212	0	0	0.0261	0	0.65	0.0455	0.1970	0.0004	99.1
No. Fontana ³	0.05	0.0212	0	0	0.0301	0	0.65	0.0426	0.1970	0.0018	99.2

- NOTES: 1. Assumptions of no tax split are based on previous agreements with the various school districts
2. Downtown Amendment No. 3 tax splits are based on Tax Rate Area 10000 (assumed to be typical)
3. North Fontana tax splits are based on Tax Rate Area 10068 (assumed to be typical)

Attachment B
FIRE PROTECTION POINTS

Fire Protection Points - The concept has been developed to identify different land use fire protection service costs and is agreed to by the Central Valley Fire Protection District and City of Fontana.

Five Basic land use categories are established.

Residential
Business Park/Light Industry
Heavy Industry
Office Park
Commercial

For each land use category, a certain number of fire protection points (FPP) are assigned.

1. Residential - FPP's are assigned based on per acre density; one dwelling unit equals 10 points. For example, residential development at 4.5 dwelling units per acre would equal 45 FPP per acre; 24 dwelling units per acre (higher density multi-family) results in 240 FPP per acre.
2. Business Park/Light Industry - FPP is based on per acre development at 56 FPP per acre.
3. Heavy Industry - is based on per acre development at 78 FPP per acre.
4. Office Park - is based on per acre development at 45 FPP per acre.
5. Commercial - is based on per acre development at 56 per acre.

A permanent fire station is required when the service area reaches 60,000 FPP.

A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF FONTANA, CALIFORNIA,
REDEVELOPMENT AGENCY OF THE CITY OF FONTANA, CALIFORNIA,
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT, AND
SPECIAL DISTRICTS DEPARTMENT OF THE COUNTY OF SAN BERNARDINO

This Memorandum of Understanding (hereafter "Agreement") dated this 5th day of March, 1985 is entered into by and between the City of Fontana, California, a municipal corporation (the "City"), Redevelopment Agency of the City of Fontana (the "Agency") the Central Valley Fire Protection District (the "District"), and the Special Districts Department of the County of San Bernardino (the "Department").

RECITALS

1. The purpose of this Agreement is to serve as the basis for a tax allocation agreement among the parties hereto.
2. The District is a fire protection district organized and operated under Health and Safety Code Section 13800, which provides fire protection services to the City.
3. The City by its own ordinance is included within the boundaries of the District.
4. The Agency is a community redevelopment agency organized and operated under Health and Safety Section 33000 et seq., authorized by Health and Safety Section 33401 to provide in lieu payments to taxing agencies such as the District.
5. The City and District together have determined that in order to maintain current levels of fire protection services within the City for projected new developments, the revenues currently allocated to the District are not sufficient to provide such services as required by the City, and revenues currently available to the City and the Agency are not sufficient to maintain the current service level as will be affected by proposed new developments.
6. The District and Department have determined that any and all tax increments standardly "passed through" to the District must be assigned to the Agency in order to assist in providing funding so that the City can maintain its current level of fire protection services as new development occurs.
7. The Department acknowledges that the Agency requires a minimum of 65% of the tax increment from certain redevelopment projects in order to provide City and regional benefits exclusive of fire protection.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1: The City and or Agency shall pay to the District the total sum of Six Hundred Seventy-seven Thousand Dollars (\$677,000) in accordance with "Fiscal Impact Agreement By and Between the City of Fontana, California and The Central Valley Fire Protection District as adopted by the City and Redevelopment Agency, Tuesday, March 5, 1985.

Section 2: The District shall assign any and all tax increment as otherwise may be assigned to the District, pursuant to Exhibit A attached hereto, to the Agency including, but not limited to, existing Redevelopment Project Areas and any amendments thereto; and specifically including Southwest Industrial Park Amendments 2, 3 and 4, Downtown Amendment 3 and North Fontana Project Areas.

Section 3: The Department shall recommend that the County adopt, subject to their standard procedures, tax increment splits as included in Exhibit "A", excepting the funds assigned to the District shall instead be assigned by the District to the Agency. The County General Fund shall be assigned 5% of the tax increment. All remaining categories shall be negotiated by and between the appropriate agency and the Agency.

Section 4: The Department shall recommend that the County acknowledge, subject to their standard procedures, that any funds paid through either Community Facilities Districts and/or Special Assessment Districts within the City shall be paid solely to the City even though all or a part of the reason for the creation of a Community Facilities District or Special Assessment District may be to provide funding for fire service.

Section 5A: The provision of fire service shall be based upon a Fire Protection Point System as defined and agreed to by both the City and District and as identified in Exhibit "B". The District agrees that certain future actions as may be recommended by the District (such as sprinkling of residential units) may cause the number of Fire Protection Points necessary for development of a fire station to increase.

Section 5B: The City and/or Agency shall fund all costs of operation and maintenance, facilities, apparatus, equipment and support services of stations No. four (4) (the temporary facility in Southwest Industrial Park to be converted to a permanent facility in the approximate area of Cherry and Live Oak), No. seven (7) (facility at the approximate location of Santa Ana and Sierra Avenues), No. eight (8) approximate location of Highland and Lytle Creek Road and No. nine (9) facility in the general location of Duncan Canyon Road and I-15) of the District.

Section 5C: The City and District agree that the minimum level of service shall be one (1) engine company per station and that the minimum engine company personnel level shall be one (1) captain, one (1) engineer and one (1) firefighter. The maximum "first in" service area for a fire station is a four (4) to five (5) minute response time and/or six thousand (6000) dwelling units or equivalent commercial/industrial development as determined by the District. The quality of all facilities, equipment and personnel shall be to District standards.

Section 5D: The City and the District agree that in the general area of southeast Fontana, development in the area has exceeded the ability of the District to maintain its current level of service. Accordingly it is agreed that prior to any hi-rise construction, business park, convention center, enclosed mall, Phase Three (3) of Southridge Village and/or any other major development occurs in this area Fire Station No. Seven (7) shall be operational.

Section 5E: The City and the District agree that adequate fire protection is not available at this time to serve the North Fontana Redevelopment Project area and that Stations Eight (8) and Nine (9) are proposed to be built in this area in accordance with the City General Plan. The City and the District agree that prior to building permits being issued on any specific plan in this area that is not currently under construction either Fire Station No. Eight (8) or Nine (9) shall be operational. It is agreed that either Fire Station may be a temporary facility up to the first five hundred dwelling units after which time a permanent fire station shall be completed. It is further agreed that a temporary fire station may be any structure that is acceptable to both the City and the District i.e. model home or mobile home and metal building. The City and District agree that a second permanent fire station shall be built to serve the North Fontana Redevelopment Project Area at such time as the capacity of the fire station exceeds the Fire Protection Point System.

Section 5F: The District defines cost for a fire station including nine (9) personnel, apparatus, equipment, and support services and overhead of the district to equal six hundred seventy-seven thousand dollar (\$677,000) in 1985 dollars and the City, Agency and District acknowledge that future costs should reflect that base figure plus inflation as defined by the Consumer Price Index, increases granted union employees, or if the City may request a higher service level.

Section 5G: The City and the District agree that the primary responsibility of the District is the protection of life and property. Currently approximately 60% of all emergency calls within the District are for medical assistance. It is therefore agreed that it is essential to the City to have one rescue squad in North Fontana and one in South Fontana. When it is determined by the District that excessive requests for medical assistance will have an adverse effect on the ability of the District to provide fire protection, the District shall notify the City and Agency that it requires funding of rescue squad(s). Twelve (12) months following the date of such notice, the City and/or Agency shall provide funding for a rescue squad defined as six (6) personnel, a rescue vehicle and equipment.

Section 6: The District, City and Agency re-acknowledge the Jurupa Hills Redevelopment Project Owner Participation Agreement and Specific Plan which requires development of a fire station upon construction of 2,486 units within that project area.

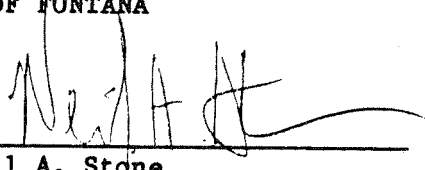
Section 7: The City and the District agree that existing temporary station no. 4 (4) located at 11611 Industry Avenue in the City shall serve the Southwest Industrial Park Redevelopment Project and Phase One of the Jurupa Hills Redevelopment Project (Southridge Village). Funding of this station shall continue from the date of this agreement until 2486 dwelling units

have been built in Phase One of the Jurupa Hills Redevelopment Project (Southridge Village). The City and the District agree that a permanent fire station no. 4 (4) shall be operational and built to District standards at the completion of 2486 dwelling units of the Southridge Village Specific Plan.


Section 8: Should the parties to this Agreement be required to bring an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, as determined by the court, and costs.

Section 9: The parties signing below acknowledge that this Agreement and the Fiscal Impact Agreement as referred to in Section 1 hereof shall not be binding nor enforceable until adopted by the City of Fontana City Council, City of Fontana Redevelopment Agency, County of San Bernardino acting in its capacity as the governing body of the Central Valley Fire Protection District and Board of Supervisors of the County of San Bernardino. The parties signing below shall recommend to their appropriate governing bodies that the above be incorporated in a formal legal document(s) and be adopted by such governing bodies.


CITY OF FONTANA

By: 
Neil A. Stone
Development Agency Director

CENTRAL VALLEY FIRE PROTECTION DISTRICT

By: 
Melvin D. Enslow
Assistant Chief

SPECIAL DISTRICTS DEPARTMENT OF THE COUNTY OF SAN BERNARDINO

By: 
Vernon G. Knourek
Assistant Administrative Officer

We have reviewed and do hereby approve the Agreement above as entered into by representatives of our governing bodies and do hereby instruct the City Attorney for the City of Fontana, Attorney for the Redevelopment Agency for the City of Fontana and Office of the County Counsel in both their capacity

AGREEMENT BY AND AMONG

THE CITY OF FONTANA, CALIFORNIA,

THE FONTANA REDEVELOPMENT AGENCY,

THE COUNTY OF SAN BERNARDINO

AND

THE CENTRAL VALLEY FIRE PROTECTION DISTRICT

FOR THE

SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT, AS AMENDED

DOWNTOWN REDEVELOPMENT PROJECT, AS AMENDED

JURUPA HILLS REDEVELOPMENT PROJECT, AS AMENDED

AND THE

NORTH FONTANA REDEVELOPMENT PROJECT

THIS AGREEMENT (the "Agreement"), dated as of this 17th day of June, 1985, is entered into by and among the City of Fontana, California (the "City"), the Fontana Redevelopment Agency (the "Agency"), the County of San Bernardino (the "County"), acting for itself and on behalf of the County Library District (the "Library District"), and the San Bernardino County Flood Control District (the "Flood Control District") and the Central Valley Fire Protection District (the "Fire Protection District").

ARTICLE I

RECITALS

Section 1.1. On July 19, 1977, the City adopted Ordinance No. 567 approving the Redevelopment Plan for the Southwest Industrial Park Redevelopment Project (the "Southwest Redevelopment Plan"), and authorized the Agency to implement the Southwest Redevelopment Plan; on July 17, 1979, the City adopted Ordinance No. 628 approving Amendment No. 1 to the Southwest Redevelopment Plan, and the Agency approved and adopted said Amendment No. 1; on July 1, 1980, the City adopted Ordinance No. 653 approving Amendment No. 2 to the Southwest Redevelopment Plan, and the Agency approved and adopted said Amendment No. 2; on December 20, 1983, the City adopted Ordinance No. 770 approving Amendment No. 3 to the Southwest Redevelopment Plan, and the Agency approved and adopted said Amendment No. 3; on December 18, 1984, the City adopted Ordinance No. 790 approving Amendment No. 4 to the Southwest Redevelopment Plan, and the Agency approved and adopted said Amendment No. 4, which includes a portion of unincorporated County area contiguous to the City. Pursuant to Health and Safety Code Section 33213, the County Board of Supervisors approved and adopted Ordinance No. 84-94, dated December 17, 1984, authorizing inclusion of certain unincorporated County territory within a portion of Amendment No. 4 to the Southwest Redevelopment Plan contingent upon all or any portion of such territory being annexed to the City on or before July 31, 1985. If subject annexation has not been completed by said date or should said date not be extended by a subsequently adopted

ordinance of the Board of Supervisors to a date on or before July 31, 1986, such unincorporated territory shall be deleted from the redevelopment project area of Amendment No. 4 to the Southwest Redevelopment Plan.

Section 1.2. On December 16, 1975, the City adopted Ordinance No. 537 approving the Redevelopment Plan for the Downtown Redevelopment Project (the "Downtown Redevelopment Plan"), and authorized the Agency to implement the Downtown Redevelopment Plan; on July 1, 1980, the City adopted Ordinance No. 661 approving Amendment No. 1 to the Downtown Redevelopment Plan, and the Agency approved and adopted said Amendment No. 1; on August 4, 1981, the City adopted Ordinance No. 696, and on August 18, 1981, the City adopted Ordinance No. 698 approving Amendment No. 2 and No. 2A, respectively, and the Agency approved and adopted said Amendment No. 2 and No. 2A; on December 18, 1984, the City adopted Ordinances No. 791 and No. 792 approving Amendment No. 3 to the Downtown Redevelopment Plan, and the Agency approved and adopted said Amendment No. 3.

Section 1.3 On October 6, 1981, the City adopted Ordinance No. 706 approving the Redevelopment Plan for the Jurupa Hills Redevelopment Project (the "Jurupa Hills Redevelopment Plan"), and authorized the Agency to implement the Jurupa Hills Redevelopment Plan; on June 21, 1983, the City adopted Amendment No. 1 to the Jurupa Hills Redevelopment Plan, and the Agency approved and adopted said Amendment No. 1. On December 21, 1981,

the County Board of Supervisors approved and adopted Agreement No. 816, on behalf of the County, Library District, Flood Control District and the Fire Protection District, for the distribution and allocation of Tax Increment from the redevelopment project area boundaries for financing the construction of certain public improvements which are or shall be of regional benefit. The terms of Agreement No. 816 dated December 21, 1981 shall remain in effect notwithstanding the terms and duration of any other distribution and allocation of increment to the Agency as set forth in this Agreement.

Section 1.4. On December 21, 1982, the City adopted Ordinance No. 739 approving the Redevelopment Plan for the North Fontana Redevelopment Project (the "North Fontana Redevelopment Plan"), and authorized the Agency to implement the North Fontana Redevelopment Plan.

Section 1.5. The above-referenced Ordinances of the City with respect to the approvals of the Southwest Redevelopment Plan, the Downtown Redevelopment Plan, the Jurupa Hills Redevelopment Plan and the North Fontana Redevelopment Plan, including, the above-referenced amendments thereto for purposes of allocation of the Tax Increment attributable to the Fire Protection District, provide for the payment of the Tax Increment to the Agency pursuant to Health and Safety Code Section 33670(b) of the Community Redevelopment Law being found in Health and Safety Code Section 33000, et seq. (the "Act").

Section 1.6. The County, the Library District, the Flood Control District and the Fire Protection District are affected taxing agencies (collectively, the "Affected Taxing Agencies") as set forth in Health and Safety Code Sections 33401 and 33670; and the Affected Taxing Agencies desire to cooperate with the Agency and the City to the end that the Southwest Redevelopment Plan, as amended, the Downtown Redevelopment Plan, as amended, the Jurupa Hills Redevelopment Plan, as amended, and the North Fontana Redevelopment Plan may be implemented.

Section 1.7. The parties agree that the allocation of that portion of the Tax Increment to the Agency to the extent as hereinafter provided in Sections 3.1, 3.2 and 3.3 hereof as a result of the adoption of the Southwest Redevelopment Plan as amended by Amendments No. 2, No. 3 and No. 4 subject to the provisions of County Ordinance No. 84-94, the Downtown Redevelopment Plan as amended by Amendment No. 3, and the adoption of the North Fontana Redevelopment Plan (said Amendments to the Southwest Redevelopment Plan and said Amendments to the Downtown Redevelopment Plan and the North Fontana Redevelopment Plan being hereinafter collectively referred to as the "Affected Redevelopment Plans") may cause a financial burden to the Affected Taxing Agencies, and the Agency desires to alleviate certain financial burdens or detriments which the Affected Taxing Agencies may hereafter suffer by reason of the implementation of the Affected Redevelopment Plans. The Agency and the City have adopted appropriate resolutions finding, as supported by substantial evidence and in accordance with Section 33401 of the Act, as amended by Stats. 1983, c.1324, that implementation of the

Affected Redevelopment Plans will cause or have caused a financial burden or detriment to the Affected Taxing Agencies which is commensurate to or greater than the Tax Increment which may otherwise be allocated to the Affected Taxing Agencies pursuant to Article III hereof.

Section 1.8 The County, the City and the Agency have previously entered into various agreements with respect to the determination and allocation of tax increment revenues for certain redevelopment project areas in the City, as well as with respect to various matters of a regional nature in order for the parties jointly to mitigate or eliminate regional problems; including among these agreements is that certain nonbinding Memorandum of Understanding by and among the City, the Agency, the Fire Protection District and the County dated as of March 5, 1985, with regard to certain issues as more fully set forth in Articles III and IV of this Agreement.

Section 1.9. The parties are entering into this Agreement for the purpose of reaffirming existing agreements and determining the allocation of the Tax Increment among the Affected Taxing Agencies associated with the Affected Redevelopment Plans, and to provide a means of (i) funding certain Regional Benefit Improvements, as more fully defined in Section 2.14, and (ii) more specifically to provide a means of funding the necessary capital expenditures and operations of the Fire Protection District associated with and hereinafter referred to as Station Nos. 4, 7, 8

and 9 within the City and its sphere of influence in furtherance of the goals of the parties as expressed in this Agreement.

(a) The fire stations to which this Agreement makes reference, and as more fully set forth in Article IV are, and shall be located, as follows: (i) the temporary Fire Station No. 4, which is presently an existing facility currently located at 11611 Industry Avenue in the City shall be relocated to a permanent facility in the approximate area of Cherry Avenue and Live Oak Avenue; (ii) Fire Station No. 7 shall be located in the approximate area of Santa Ana Avenue and Sierra Avenue near the Southern Pacific Business Park south of I-10 in southeast Fontana; (iii) Fire Station No. 8 shall be in the approximate location and general area of Highland Avenue and Lytle Creek Road; and (iv) Station No. 9 which shall be generally located at I-15 and Duncan Canyon Road within the City.

(b) Said fire stations will provide service to the redevelopment project areas included within the Affected Redevelopment Plans as follows:

Station No. 4 - Southwest Redevelopment Plan, Jurupa Hills Redevelopment Plan (Phase I and II development of Southridge Village)

Station No. 7 - Jurupa Hills Redevelopment Plan (Phase III development of Southridge Village) and portions of Amendments No. 2 and No. 3 to the Downtown Redevelopment Plan

Station No. 8 - North Fontana Redevelopment Plan

Station No. 9 - North Fontana Redevelopment Plan

NOW, THEREFORE, for and in consideration of the foregoing,
the Parties do hereby agree as follows:

ARTICLE II

DEFINITIONS

Unless the context clearly requires otherwise, the following words, when used in this Agreement with initial capitalization, and whether used in the singular or the plural, shall have the meaning set forth in this Article as follows:

Section 2.1. "Act" means the Community Redevelopment Law, as set forth in Section 33000, et seq., of the Health and Safety Code of the State of California.

Section 2.2. "Affected Redevelopment Plans" means, collectively, those portions of the North Fontana Redevelopment Plan and said amendments to the Downtown Redevelopment Plan and the Southwest Redevelopment Plan, as applicable, and as set forth more fully in Section 1.7 hereof.

Section 2.3. "Affected Taxing Agency" means those governmental entities set forth in Section 1.6 hereof which are governmental taxing entities which levied or had levied on their behalf a property tax on all or any portion of the property located in the redevelopment project area boundaries included within the (i) Southwest Redevelopment Plan, Amendment No. 2 commencing in the Fiscal Year 1979-80, Amendment No. 3 commencing in the Fiscal Year 1982-83 and Amendment No. 4 commencing in the Fiscal Year 1983-84 and subject to contingency more fully set forth in Section 1.1; (ii) the Downtown Redevelopment Plan, Amendment No. 3 commencing in the

Fiscal Year 1984-85; (iii) the North Fontana Redevelopment Plan commencing in the Fiscal Year 1982-83.

Section 2.4. "Agency" means the Fontana Redevelopment Agency duly organized and existing pursuant to the Act.

Section 2.5. "Agreement" means this Agreement by and among the parties hereto as hereinbefore recited.

Section 2.6. "City" means the City of Fontana, a general law city and municipal corporation of the State of California.

Section 2.7. "County" means the County of San Bernardino, a political subdivision of the State of California.

Section 2.8. "Districts" means collectively (i) the San Bernardino County Flood Control District, (ii) the Central Valley Fire Protection District, and (iii) the County Library District. Each district is duly organized and existing pursuant to California Law.

Section 2.9. "Downtown Redevelopment Plan" means the Redevelopment Plan for the Downtown Redevelopment Project as originally adopted and, as the context may warrant, as amended.

Section 2.10. "Fiscal Year" means the period of time from July 1 of any calendar year to and including June 30 of the next succeeding calendar year.

Section 2.11 "Jurupa Hills Redevelopment Plan" means the Redevelopment Plan for the Jurupa Hills Redevelopment Project as originally adopted and, as the context may warrant, as amended.

Section 2.12. "North Fontana Redevelopment Plan" means the Redevelopment Plan for the North Fontana Redevelopment Plan as originally adopted.

Section 2.13. "Party" means a party to this Agreement, as set forth in the recitals herein.

Section 2.14. "Regional Benefit Improvements" mean those public improvements which are of such a service capacity so as to benefit an area greater than any immediate residential neighborhood or greater than any single commercial or industrial user, and provides usage, directly or indirectly to residents outside of the municipal corporate boundaries of the City, and includes those specific Regional Benefit Improvements described in Exhibit "B" as incorporated herein by reference and made a part hereof.

Section 2.15. "Southwest Redevelopment Plan" means the Redevelopment Plan for the Southwest Industrial Park Redevelopment

Project as originally adopted and, as the context may warrant, as amended, but not limited to the amendments as set forth in Section 1.1 hereof.

Section 2.16. "Tax Base" means as to each Affected Taxing Agency, that portion of the taxes levied upon the taxable property in the redevelopment project areas of the Affected Redevelopment Plans each year which is defined by Section 33670(a) of the Act and utilizing the applicable Fiscal Years, respectively, as set forth in Section 2.3 and Section 3.1 hereof as the base year for such determination purposes.

Section 2.17. "Tax Increment" means that portion of the taxes levied upon taxable property in the redevelopment project areas encompassed by the Affected Redevelopment Plans each year which is in excess of the total sum of the Tax Base for all taxing agencies within the redevelopment project areas encompassed by the Affected Redevelopment Plans.

ARTICLE III

ALLOCATION OF TAX INCREMENT

Section 3.1 Base Year Assessment Roll for Redevelopment Plans. The assessment rolls last equalized prior to the effective dates of the applicable Ordinances adopting the North Fontana Redevelopment Plan, the Southwest Redevelopment Plan, as amended, and the Downtown Redevelopment Plan, as amended, shall be utilized as the respective base year assessment rolls for the allocation of taxes to the Agency pursuant to Health and Safety Code Section 33670 for the redevelopment project areas as incorporated therein by the North Fontana Redevelopment Plan, the Downtown Redevelopment Plan, as amended, and the Southwest Redevelopment Plan, as amended. The territory included within the redevelopment-project area boundaries (i) as adopted by the Southwest Redevelopment Plan and as territory was added by Amendments No. 1, No. 2, No. 3 and No. 4 to the Southwest Redevelopment Plan and for which the provisions of this Agreement shall apply, shall utilize the 1976-77, the 1978-79, the 1979-80, the 1983-84 and 1984-85 base year assessment rolls, respectively; (ii) as adopted by the Downtown Redevelopment Plan and as territory was added by Amendments No. 1, No. 2, No. 2A and No. 3 to the Downtown Redevelopment Plan and for which the provisions of this Agreement shall apply, shall utilize the 1975-76, the 1979-80, the 1981-82, the 1981-82 and the 1984-85 base year assessment rolls, respectively; and (iii) as added by the North Fontana Redevelopment

Plan and for which the provisions of this Agreement shall apply, shall utilize the 1982-83 base year assessment rolls.

Section 3.2 Reaffirmation of Existing Tax Increment Allocation. Those taxes allocated to the Agency pursuant to Health and Safety Code Section 33670 with respect to the redevelopment project areas set forth hereinafter in this Section 3.2 shall continue to be paid to the Agency without any effect whatsoever as a result of this Agreement, and such past policies and procedures with respect thereto are hereby ratified and confirmed:

(a) Southwest Redevelopment Plan.

(i) Those taxes allocated to the Agency pursuant to Health and Safety Code Section 33670 with respect to the Southwest Redevelopment Plan, as approved by Ordinance No. 567 on July 19, 1977, as hereinabove recited, shall continue to be paid to the Agency without any distribution of the Tax Increment to any Affected Taxing Agency for which a tax was levied for the benefit thereof or which receives property tax revenues, and such past policies and procedures relative thereto are hereby ratified and confirmed.

(ii) Those taxes allocated to the Agency pursuant to Health and Safety Code Section 33670 with respect to the redevelopment project area subsequently expanded by Amendment No. 1 to the Southwest Redevelopment Plan, as approved by Ordinance No. 628 on

July 17, 1979, as hereinabove recited, shall continue to be paid to the Agency without any distribution of the Tax Increment to any Affected Taxing Agency for which a tax was levied for the benefit thereof or which receives property tax revenues, and such past policies and procedures relative thereto are hereby ratified and confirmed.

(iii) Those taxes to be allocated and distributed to the Agency pursuant to Health and Safety Code Section 33670 with respect to the redevelopment project area subsequently expanded by Amendments Nos. 2 and 3 to the Southwest Redevelopment Plan, as approved by Ordinances Nos. 653 and 770 on July 1, 1980 and December 20, 1983, respectively, as hereinabove recited, shall be paid to the Agency as provided for in Sections 3.3, 3.4 and 3.5 of this Agreement.

(iv) Those taxes to be allocated to the Agency pursuant to Health and Safety Code Section 33670 with respect to the redevelopment project area subsequently expanded by Amendment No. 4 as approved by Ordinance No. 790 on December 18, 1984, shall be allocated and distributed contingent upon completion of annexation procedures on or before July 31, 1985, or such later date as may be approved by a subsequently adopted ordinance of the Board of Supervisors but in any event on or before July 31, 1986, as hereinabove recited.

(b) Downtown Redevelopment Plan. The territory included within the redevelopment project area boundaries (i) as adopted by the Downtown Redevelopment Plan and as territory was added by Amendments No. 1, No. 2, No. 2A and No. 3 to the Plan shall utilize the 1975-76, the 1979-80, the 1981-82 and the 1984-85 base year assessment rolls respectively; (ii) those taxes allocated to the Agency pursuant to Health and Safety Code Section 33670 for the redevelopment project area boundaries encompassed by the Downtown Redevelopment Plan as approved by Ordinance No. 537 on December 16, 1975, as hereinabove recited, and as subsequently expanded by Amendment No. 1, approved by Ordinance No. 661 on July 1, 1980, shall continue to be paid to the Agency without any distribution of the Tax Increment to any taxing agency for which a tax was levied for the benefit thereof or which receives property tax revenues, and such past policies and procedures relative thereto are hereby ratified and confirmed; (iii) those taxes allocated to the Agency pursuant to Health and Safety Code Section 33670 for the redevelopment project area boundaries encompassed by Amendments Nos. 2 and 2A, approved by Ordinance Nos. 696 and 698 on August 4, 1981, and August 18, 1981, respectively, and which provide the allocation and distribution to the Agency an amount of Tax Increment equal to \$230,000 per fiscal year shall continue to be allocated and distributed to the Agency from the entire Tax Increment calculated on a pro rata basis from that which otherwise would have been paid to the Affected Taxing Agencies based upon their percentage allowable portion of the total property tax revenues attributable to

the redevelopment project area included within said Amendment Nos. 2 and 2A to the extent the Tax Increment shall be in excess of said amounts, and such past policies and procedures relative thereto are hereby ratified and confirmed; and (iv) those taxes to be allocated and distributed to the Agency pursuant to Health and Safety Code Section 33670 with respect to the redevelopment project area boundaries subsequently expanded by Amendment No. 3, as approved by Ordinance Nos. 791 and 792 on December 18, 1984, as hereinabove recited, shall be paid to the Agency as provided in Sections 3.3, 3.4 and 3.5 of this Agreement.

(c) Jurupa Hills Redevelopment Plan. The territory included within the redevelopment project area boundaries as adopted by the Jurupa Hills Redevelopment Plan and approved by Ordinance No. 706 on October 6, 1981, and subsequently amended by Amendment No. 1 thereto on June 21, 1983, and for which the provisions of Agreement No. 94, adopted December 21, 1984, by and among the County, the City and the Agency, shall apply and shall utilize the 1981-82 base year assessment rolls, and such past policies and procedures relative thereto are hereby ratified and confirmed. It is the express intent of the parties hereto that said Agreement No. 94 shall continue in full force and effect and shall be binding upon the parties thereto in accordance with its terms notwithstanding any provision of this Agreement. This Agreement shall, to the extent applicable, be deemed to be a further agreement setting forth an implementation strategy with respect to the Fire Protection District as provided in Article IV hereof.

(d) North Fontana Redevelopment Project. The territory included within the redevelopment project area boundaries (i) as adopted by Ordinance No. 739 on December 21, 1982, and for which the provisions of this Agreement shall apply, as provided in Section 3.3, shall utilize the 1982-83 base year assessment rolls.

Section 3.3. District Allocations. (a) Flood Control District and Library District Allocations as to Affected Redevelopment Plans. The portion of the Tax Increment which would have been allocated and paid to the Flood Control District and the Library District for their own use had not the Affected Redevelopment Plans been adopted, shall be allocated to and when collected, shall be paid to the Flood Control District and the Library District provided in Section 3.5(f) hereof. Any of the provisions of Section 3.4 of this Agreement to the contrary notwithstanding, this Section 3.3 shall remain in full force and effect during the effective period of the Affected Redevelopment Plans, as amended, unless the Parties to this Agreement enter into a subsequently approved superseding agreement.

(b) Fire Protection District Allocation in Affected Redevelopment Plans. The portion of the Tax Increment which would have been allocated and paid to the Fire Protection District for its own use had not the Affected Redevelopment Plans been adopted, shall be allocated to, and when collected, shall be remitted by the Auditor-Controller of the County to the Agency as provided in

Section 3.5(d) hereof. Any of the provisions of Section 3.4 of this Agreement to the contrary notwithstanding, this Section 3.3 shall remain in full force and effect during the effective period of the Affected Redevelopment Plans, as amended, unless the Parties to this Agreement enter into a subsequently approved superseding agreement.

Section 3.4. Agency Allocation. The amount of the financial contribution of the County general fund, of the Tax Increment to the Agency for the duration of each Affected Redevelopment Plan, shall be not less than either: (i) the full amount of the Tax Increment for the applicable redevelopment plan and amendments if no written agreement shall be in existence as of the date hereof; (ii) that amount identified in prior tax allocation distribution agreements with respect to the Jurupa Hills Redevelopment Plan and Amendments No. 2 and 2A to the Downtown Redevelopment Plan as hereinabove recited; or (iii) sixty-five percent (65%) of the total amount of the Tax Increment generated in any single Fiscal Year attributable to those taxes levied and collected in the redevelopment project areas of the Affected Redevelopment Plans and which otherwise would have been due and payable to the County general fund if the Affected Redevelopment Plans had not been adopted. The contribution of the Tax Increment attributable to the County general fund and the Fire Protection District with respect to the Affected Redevelopment Plans as hereinabove recited shall be utilized by the Agency to assist in the financing, either in whole or in part, of the Regional Benefit

Improvements and related services as more fully described and set forth in Section 2.14 hereof and Exhibit "B".

Section 3.5. Annual Determination by Auditor-Controller.

The County, the Districts, the City and the Agency hereby authorize and direct the Auditor-Controller of the County to determine annually the following sums and pay the same, as appropriate, to the Agency and the other Affected Taxing Agencies in the manner as provided below:

(a) an amount not to exceed five percent (5%) of the amount of the Tax Increment generated within the redevelopment project areas of the Affected Redevelopment Plans and which would otherwise be due and payable to the County if a redevelopment plan had not been adopted, shall be allocated and distributed to the County with respect to the County general fund, and, for purposes hereof, the County general fund shall not include the Library District and the Flood Control District;

(b) an amount not less than sixty-five percent (65%) of the amount of the Tax Increment generated within the redevelopment project areas of the Affected Redevelopment Plans which would otherwise be due and payable to the City, the applicable school districts and the County general fund, in whole or in part, but exclusive of any amount attributable to the Fire Protection

District, shall be allocated and distributed to the Agency pursuant to this Agreement;

(c) an amount per Fiscal Year not to exceed that amount as specified in Section 3.2(b)(iii) with respect to Amendment No. 2 and No. 2A to the Downtown Redevelopment Plan shall be distributed to the Agency from the entire Tax Increment calculated on a pro rata basis from that which otherwise would have been paid to the Affected Taxing Agencies to the extent the Tax Increment shall be in excess of said amount;

(d) the full amount of the Tax Increment attributable to the Fire Protection District with respect to (i) the Southwest Redevelopment Plan, (ii) Amendment No. 1 to the Southwest Redevelopment Plan, (iii) the Downtown Redevelopment Plan, (iv) Amendment No. 1 to the Downtown Redevelopment Plan, (v) the Jurupa Hills Redevelopment Plan as qualified by Agreement No. 94 with respect to the Jurupa Hills Redevelopment Plan, and (vi) the Affected Redevelopment Plans, except as otherwise provided in subsection (c) above, shall be distributed to the Agency;

(e) the full amount of the Tax Increment attributable to the Library District and the Flood Control District with respect to the Affected Redevelopment Plans shall be allocated and distributed to the Library District and the Flood Control District the same as though the Affected Redevelopment Plans had not been adopted.

Section 3.6. Regional Benefit Improvements. The Agency shall utilize the Tax Increment allocated to it in Sections 3.5(a) and 3.5(d), which otherwise would have been due and payable to the County general fund and the Fire Protection District, exclusively for certain Regional Benefit Improvement project financing activities as described below:

(a) For the cost of construction, operation and maintenance of regional fire protection facilities, as more fully set forth in Article IV hereof, to comply with the service demands created by the redevelopment activities of the Agency within the redevelopment project area boundaries Affected Redevelopment Plans;

(b) The Agency and the City, in consideration of the receipt of the Tax Increment pursuant to this Agreement which otherwise would be due and payable to the Fire Protection District, agree to relieve the Fire Protection District from adverse fiscal impacts, as identified herein, in the manner and in accordance with the procedures set forth in Article IV of this Agreement;

(c) For regional flood control improvements in the San Sevaine Channel as more fully described in the Southwest Redevelopment Plan, as amended, to be constructed in accordance with the then current standards of the Flood Control District at the time such improvements shall be constructed;

(d) For other projects of regional benefit to the County as set forth in Exhibit "B";

(e) The Agency or the City shall prepare and submit a copy of its annual report to the County Administrative Office including sufficiently detailed documentation to substantiate any indebtedness, costs or expenses incurred by the Agency in the financing or the construction of Regional Benefit Improvements financed either in whole or in part with the Tax Increment identified in Sections 3.5(a) and 3.5(d) of this Agreement.

ARTICLE IV

ADDITIONAL OBLIGATIONS OF THE PARTIES

Section 4.1. Payment by City and/or Agency to the Fire Protection District. (a) The City or the Agency shall pay to the Fire Protection District on or before June 30, 1985, for the Fiscal Year ending June 30, 1985, the total sum of Six Hundred Seventy-Seven Thousand Dollars (\$677,000) as a reimbursement from the City to the Fire Protection District for the provision of fire protection services by the Fire Protection District to the City for the Fiscal Year commencing July 1, 1984, and ending on June 30, 1985.

(b) The City or the Agency shall thereafter for the term of this Agreement pay an amount calculated on the base amount for the 1984-85 Fiscal Year which is hereby determined to be the sum of Six Hundred Seventy-Seven Thousand Dollars (\$677,000) per annum, as hereafter adjusted, per fire protection facility as set out in Section 4.1(c) hereof, to the Fire Protection District in payments due as follows: 40% on December 31, 30% on April 30 and 30% on June 30. Any late payments shall bear interest at the rate of 8% per annum on the balance due from the date on which the payment was due on December 31, April 30 and June 30. Said annual payments for each Fiscal Year subsequent to the 1984-85 Fiscal Year shall be subject to adjustment based upon: (i) the annual rate of inflation, as defined by the Consumer Price Index (as used herein, "Consumer Price Index" shall mean such report as published from time to time

by the U.S. Department of Labor, Bureau of Labor Statistics, as the Consumer Price Index For All Urban Consumers, Los Angeles, Long Beach, Anaheim, Metropolitan Area, All Items, (1967=100), or any successor report of similar effect) for the calendar year immediately preceding the date on which said annual sum is due and payable to the Fire Protection District; and (ii) any increases granted or awarded to Union Employees; and (iii) any higher level of service requested by the City.

(c) The amount so payable by the City to the Fire Protection District pursuant to (b) above, which shall serve as the basis of determining amounts payable hereunder, is based upon each fire protection facility as contemplated by this Agreement consisting of nine (9) District personnel-comprised of three (3) persons per shift and all necessary and required appropriate apparatus, equipment and direct support services of the Fire Protection District with respect to such facility. The amount set out pursuant to (b) above does not include any amounts payable for rescue squads as defined in Section 4.5 hereof. The District shall furnish the City with sufficiently detailed documentation as may be requested by the City to substantiate any costs or expenses of the District which are in excess of the \$677,000 figure as may be adjusted and set forth in this Section and which the District seeks to have paid by the City. Such payment amount may further be increased by such amount directly related to increased levels of fire protection service requested by the City and rendered by the

District including rescue squads as further set forth in Section 4.5(c) hereof. In the event that the City requires a level of fire protection services from the District in excess of the level of fire protection services intended to be provided by the District to the City for the 1984-85 Fiscal Year, then the above annual payments shall be adjusted accordingly only upon a written agreement duly approved and executed by the City and the District.

Section 4.2. Equipment and Service Standards. The City hereby agrees to provide funding for the acquisition of such apparatus, equipment and other mechanical and equipment items which are standard and reasonable and in accordance with then current Fire Protection District-wide policy standards as the same may exist from time-to-time. The City shall have the right to request and the Fire Protection District shall agree to implement any and all reasonable upgrades in the quality of fire protection service standards within the City boundaries in as expeditious a manner as practicable after such agreed upon request has been authorized, approved and funded by the City. The Fire Protection District and the City agree that the minimum level of service for each fire station specified in Section 1.9 shall be as follows: (i) there shall be one (1) engine company per fire station; and (ii) the minimum fire engine company personnel level shall consist of one (1) captain, one (1) engineer and one (1) firefighter per shift.

Section 4.3. Scope of Development in City. The Fire Protection District hereby agrees that any private development, governmental building or other public facility located within the City which installs any fire protection devices or which upgrades any portion of such development in excess of City and Fire Protection District standards and requirements with respect to any element of such development which upgrade has the effect of lessening the costs to the Fire Protection District as determined by the fire protection district to provide fire protection services within the City may permit the City, with the written concurrence of the Fire Protection District, to delay the time for which the City shall be required to provide the capital facilities for any subsequent fire station location. It is hereby acknowledged and agreed that any such increased fire protection standards incorporated into any development project may reduce the costs of the Fire Protection District and may be a positive factor in the phasing thereof of each subsequent fire station within the City, and the Fire Protection District and the City shall review the Fire Protection Point System, as set forth in Exhibit "A" as attached hereto and incorporated herein by reference, on at least an annual basis to determine the advantages that the use of fire retardant materials, fire protection sprinkler systems or other fire protection devices have on the Fire Protection District with respect to Fire Protection District response time to service areas and the Fire Protection Point System as applicable to the Fire Protection District.

Section 4.4. City Use of Proceeds of Special Tax from Community Facilities District. The District agrees that any and all funds derived from a Community Facilities District as established pursuant to Government Code Section 53311, et seq., and any special benefit assessment districts within the City which are established and which function for the purpose, either in whole or in part, to finance fire protection services or capital facilities for the Fire Protection District shall be collected solely by the City and used in accordance with the procedures of such districts providing for the levy and collection of any special tax or assessment notwithstanding the establishment of any such district for the primary purpose, among others, to provide funding for fire services.

Section 4.5. Standards for Determining the Provision of Specific Fire Protection Services and Rescue Squad Services. (a) The Fire Protection District and the City agree that the need for the Fire Protection District to render certain ultimate fire protection services to the City as such services are specified in Sections 4.6, 4.7, 4.8 and 4.9 hereof shall be based, in part, upon a Fire Protection Point System as set forth in Exhibit "A". The City shall fund and the Fire Protection District shall establish specified permanent fire stations in accordance with Sections 4.6, 4.7, 4.8 and 4.9 at the rate of one (1) permanent fire station for the designated number of Fire Protection Points accumulated for land uses within the City as determined in accordance with Exhibit "A" except as otherwise permitted pursuant to Section 4.3 hereof. In

the event that the fire protection requirements for any land use category as set forth in Exhibit "A" may hereafter be altered, amended or modified, the City and the Fire Protection District agree to review and revise, if and to the extent necessary, the number of Fire Protection Points which shall then be required for the modification of procedures for the acquisition, construction and furnishing of a permanent fire station within the City.

(b) The Fire Protection District and the City further agree that the Fire Protection Point System is an appropriate method for determining property owner and developer fees for financing the capital and operating costs of maintaining adequate fire protection services.

(c) The City and the Fire Protection District acknowledge and agree that in addition to the providing of fire protection services to the residents and property owners within the City, that the Fire Protection District additionally has the responsibility to provide certain rescue assistance to residents within the City. The funding of the rescue squads as hereinafter specified shall be in addition to the amount of funds to be provided by the City as set forth in Section 4.1 hereof.

When the Fire Protection District has reached a service level of rescue response demands resulting in an adverse effect on the ability of the Fire Protection District to provide fire

protection, the Fire Protection District shall thereupon notify the City in writing that the need for a rescue squad has been reached. The Fire Protection District shall notify the City at least twelve (12) months prior to the anticipated date of the need for one (1) rescue squad to be located south of the Interstate 10 Freeway within the City and one (1) rescue squad to be located north of Foothill Boulevard within the City.

The City agrees to provide the necessary funding in accordance with such notification of the Fire Protection District within twelve (12) months from and after the date of such notices as provided in the preceding paragraph. In the event the Fire Protection District elects to provide for rescue squad services with its own funds after the date of notice as above set forth prior to the City providing the funding relative to satisfying the obligations of the City as specified in this Section, the City hereby agrees to reimburse the District for such costs as may have been so previously incurred by the District at the time the City is required to make the applicable payment pursuant to said notice.

Section 4.6. Phasing of Fire Station Construction in Southeast Fontana. It is hereby acknowledged and agreed by and between the City and the Fire Protection District that recent development in the southeastern area of the City has prohibited the Fire Protection District from maintaining the current Fire Protection District levels of services with respect to such area.

The Fire Protection District and the City further acknowledge and agree that the service levels of the Fire Protection District are further compromised not only upon the completion and occupancy and/or operation, as applicable, of residential, commercial and industrial development, but that when combustibles are brought on site and the above grade construction phase of any such residential, commercial and industrial development commences, that activity places certain service demands upon the Fire Protection District. The City and the Fire Protection District hereby agree that prior to the issuance of a Building permit by the City for the above grade construction of any of the hereinafter set forth projects which aggregate in excess of 12,000 Fire Protection Points in the area more thoroughly hereinafter described with respect to any development project, including but not limited to the following: (i) any commercial structure, (ii) any commercial or light industrial business park, (iii) any convention center, (iv) an enclosed regional shopping mall, (v) the first unit of development of the proposed residential units within Phase III of the Southridge Village Development, and (vi) any multi-story structure, station seven shall be operational as set out herein. Such determination and aggregation of the applicable Fire Protection Points shall relate to the area of the City bounded on the south by the City boundary, on the east by the City boundary, on the north by Marygold Avenue east of Juniper Avenue and Valley Boulevard west of Juniper Avenue, and on the west by Citrus Avenue and its extension generally south to the City limits. The City shall provide the total funding

necessary for and construction of, or cause to be constructed, Fire Station No. 7 as a permanent facility, which shall include apparatus and equipment and shall be operational on or before any of the events described in this Section shall occur.

Section 4.7 Status of Jurupa Hills Redevelopment Plan.

Notwithstanding the fact that the Jurupa Hills Redevelopment Plan shall not in any manner be affected by the approval and execution of this Agreement by the City, the Agency, the Fire Protection District and the County, the City, the Agency, the County and the Fire Protection District acknowledge the existence of the Owner Participation Agreement, as amended, dated September 7, 1982, by and between the Agency and Ten-Ninety, Ltd., and the Specific Plan for the Southridge Village Development duly adopted by the City pursuant to Ordinance No. 712 dated December 15, 1981, and that said Owner Participation Agreement and said Specific Plan require that a permanent fire protection facility be developed after the completion of construction and the issuance of a certificate of occupancy or a certificate of completion by the City for two thousand four hundred eighty-six (2,486) residential dwelling units within the redevelopment project area of the Jurupa Hills Redevelopment Plan, excluding from such figure any residential structure for which a building permit was issued by the City prior to the date of adoption of the Jurupa Hills Redevelopment Plan. It is further acknowledged that prior to the development of Phase III of the Southridge Village Development, as specified in Section 4.6(v), Fire Station No. 7

shall be operational. It is further acknowledged a that certain Agreement dated December 21, 1981, as previously referred to in this Agreement by and among the County, the City and the Agency provides an allocation of Tax Increment attributable to the County general fund and the Fire Protection District for the construction of a fire station.

Section 4.8. Fire Station No. 4 in the Jurupa Hills Redevelopment Project. The City and the Fire Protection District hereby agree that the existing temporary fire protection facility referred to as Fire Station No. 4 and currently located at 11611 Industry Avenue within the City shall provide fire protection service to the redevelopment project area of the Southwest Redevelopment Plan, as amended by Amendments No. 1, No. 2, No. 3 and No. 4 and the Jurupa Hills Redevelopment Plan (Phases I and II of the Southridge Village Development). Said temporary fire protection facility shall continue to be funded by the City pursuant to the terms of this Agreement as a temporary fire protection facility from and after the date of this Agreement until such time as the number of residential dwelling units shall have been completed in the manner as provided in Section 4.7 hereof, and thereafter a permanent fire protection facility shall be acquired, constructed and furnished by the City in accordance with the standards of the Fire Protection District and shall become operational at the time and in the manner as provided in Section 4.7 hereof.

At such time as the first Fire Station and Engine Company have reached their maximum service area capacity for a single engine company (i.e., a maximum service area encompassing the total aggregate Fire Protection District for such maximum service area as defined in Exhibit "A"), the following shall occur. The City may request and shall fund such additional service levels, as demanded, by growth in the relevant area, consistent with the then current standards of the Fire Protection District. When the aggregate Fire Protection Points have reached the maximum service area capacity (as defined in Exhibit "A") necessitating a second minimum level of service (as defined in Section 4.2), the City shall fund the necessary acquisition costs for apparatus and equipment, construction costs, as necessary, and operation and maintenance expenses to perform such second minimum level of service; provided, however, that such facilities necessary to achieve the second minimum level of service requirement shall be operational at such time as may be required in accordance with Exhibit "A".

Section 4.9. Fire Protection Facilities Within North Fontana. It is recognized by the Fire Protection District and the City that adequate fire protection facilities necessary to provide minimal fire protection response time to all areas located north of Foothill Boulevard within the City is not presently available. The Fire Protection District and the City agree that Fire Station No. 8 and Fire Station No. 9 shall be the maximum number of stations required to provide a necessary level of service which shall be

funded for service within this area by the City when and as warranted by development within North Fontana. Said fire stations shall be constructed to Fire Protection District standards at the time, in the location and in the manner as required pursuant to the General Plan of the City. Except with respect to either (i) any construction of residential, commercial or industrial development which is not within an area for which a specific plan has been adopted by the City in accordance with Government Code Section 65450, et seq., or (ii) any area for which a specific plan has been so adopted by the City and construction has commenced prior to the date of this Agreement, the City agrees not to issue any building permits for the above ground construction of residential dwelling units or the construction of any commercial or industrial facility or development within any area for which a specific plan has been adopted by the City unless either Fire Station No. 8 or Fire Station No. 9 shall be operational as either a temporary or permanent facility as of the date of issuance of such building permit as specified above.

Either Fire Station No. 8 or Fire Station No. 9 may, upon the subsequent mutual consent of both the City and the Fire Protection District, be a temporary fire protection facility until such time as five hundred (500) residential dwelling units shall have been completed as evidenced by a certificate of occupancy or a certificate of completion having been issued by the City and which five hundred (500) residential dwelling units are the specific units

for which a building permit shall have been issued in accordance with the immediately preceding paragraph. Such temporary fire protection facility may be comprised of any structure that is of such design and construction acceptable to and approved in writing by both the City and the Fire Protection District, including, but not limited to, a suitable model home or mobile home or any form of metal building. A permanent fire station shall be completed and operational with one (1) engine company upon occupancy of the 500th dwelling unit.

At such time as the first Fire Station and Engine Company have reached their maximum service area capacity for a single engine company (i.e., a maximum service area encompassing the total aggregate Fire Protection District for such maximum service area as defined in Exhibit "A"), the following shall occur. The City may request and shall fund such additional service levels, as demanded, by growth in the relevant area, consistent with the then current standards of the Fire Protection District. When the aggregate Fire Protection Points have reached the maximum service area capacity (as defined in Exhibit "A") necessitating a second minimum level of service (as defined in Section 4.2), the City shall fund the necessary acquisition costs for apparatus and equipment, construction costs, as necessary, and operation and maintenance expenses to perform such second minimum level of service; provided, however, that such facilities necessary to achieve the second

minimum level of service requirement shall be operational at such time as may be required in accordance with Exhibit "A".

The second permanent fire protection facility shall be acquired, constructed and furnished by the City to serve a portion of North Fontana at such time as the fire protection availability capacity of the initial permanent fire protection facility exceeds that as may hereafter be demonstrated in accordance with the Fire Protection Point System.

ARTICLE V
MISCELLANEOUS

Section 5.1. Effect of Plan Amendments. The District, the County, the City and the Agency hereby agree that the City and the Agency shall not further amend the Southwest Redevelopment Plan, the Downtown Redevelopment Plan, the Jurupa Hills Redevelopment Plan or the North Fontana Redevelopment Plan or the present Amendment thereto in any respect that would affect the Tax Increment generated within the redevelopment project areas included in said Redevelopment Plans or their Amendments without the prior written approval of the County and the Districts first having been obtained. Nothing contained herein shall preclude the future consideration of the Tax Increment attributable to the Fire Protection District being assigned to the Agency for the mitigation by the Agency of the fire protection services which shall be provided by the District and funded by the City or the Agency similar to the provisions of this Agreement.

Section 5.2. Statement of Indebtedness. Nothing in this Agreement shall preclude the Agency from filing a Statement of Indebtedness pursuant to Health and Safety Code Section 33675 with respect to any tax allocation indebtedness whether pursuant to the issuance of bonds or otherwise or whether to the City, any person, or with respect to any private agreement, any of the redevelopment plans, as amended, as set forth in Article I hereof or the Act. The

County, the Fire Protection District, the City and the Agency hereby authorize and direct the Auditor-Controller of the County to allocate and distribute the funds described in Health and Safety Code Section 33670(b) and defined herein as the Tax Increment pursuant to the requirements of this Agreement in connection with the Affected Redevelopment Plans in the manner as provided in Article III hereof.

Section 5.3. Severability. Each section, paragraph and provision of this Agreement is severable from each other provision, and if any section, paragraph or provision hereof is declared to be invalid by the final decision of a court of competent jurisdiction, the remaining sections, paragraphs and provisions shall nevertheless remain in full force and effect unless the operation of the invalidated section, paragraph or provision is essential to carrying out the intent of the Parties in entering into this Agreement. If this Agreement is held invalid, in whole or in part, the Parties hereto agree that each will take all necessary steps, including formal action and execution of documents, to make or cause to be made the payments of the Tax Increment in the manner and according to the allocation and distribution contemplated herein, except as the same may be prohibited by, or otherwise affected by, any change in State law with respect to the reimbursement agreements or fiscal impact agreements in form and substance as embodied in this Agreement.

Section 5.4. No Modification. No provision of this Agreement shall be construed to alter, replace or modify in any manner any provision of the Affected Redevelopment Plans or of any amendment thereto.

Section 5.5. Term. This Agreement shall terminate and be of no further effect upon the termination of each of the respective Affected Redevelopment Plans unless the Parties hereto shall amend this Agreement accordingly.

Section 5.6. Dismissal of Pending Legal Actions. If and to the extent the County may have initiated legal proceedings pursuant to Health and Safety Code Section 33501 or any other statutory provision with respect to any of the Affected Redevelopment Plans, such legal proceedings shall be dismissed at the sole cost and expense of the County thirty (30) business days after the execution of this Agreement or as soon thereafter as shall meet the convenience of the Court.

Section 5.7. Attorney's Fees. Should any Party to this Agreement be required by the actions of any other Party hereto to initiate any action in law or equity or to seek any court order or writ of mandate to compel action by any Party hereto, or to enforce or to interpret any term, Section or provision of this Agreement, the prevailing Party in any such action or court proceeding shall be

entitled to reasonable attorney's fees, costs and expenses as may be granted by the court in such action.

Section 5.8. Execution and Approval of Parties. By the execution hereof the Parties to this Agreement hereby acknowledge that this Agreement has been duly approved by the respective governing bodies and that this Agreement has been authorized for execution by the respective officers or representatives of the Parties on behalf of each Party hereto.

APPROVED AS TO LEGAL
FORM AND ADEQUACY:

Timothy A. Loh
Agency Attorney

I Dolores Bocanegra, Secretary of the Fontana Redevelopment Agency, by the attestation hereof, do certify that the above and foregoing Agreement is a full true and correct copy, without change, modification or alterations, of the Agreement as approved by official action of the Agency pursuant to FRA-285, as approved on June 18, 1985.

Dolores Bocanegra
Secretary

FONTANA REDEVELOPMENT AGENCY

By:

William P. Haggard
Chairman

(SEAL)

ATTEST:

By:

Dolores Bocanegra
Secretary

CITY OF FONTANA

By:

Nathan A. Simon
Mayor

(SEAL)

ATTEST:

By:

Patricia A. Murray
City Clerk

Approved as to Form:

By:

City Attorney

(SEAL)

COUNTY OF SAN BERNARDINO

ATTEST:

By:

Clerk of the Board of
Supervisors

By:

CENTRAL VALLEY FIRE PROTECTION
DISTRICT

By:

Chairperson,
Board of Supervisors

(SEAL)

ATTEST:

BY:

Clerk of the Board of Supervisors

Approved as to Form
Alan K. Marks, County Counsel

By:

Deputy

Approved as to form:

By: _____
City Attorney

(SEAL)

ATTEST:

By: *Debbie Maloney*
Clerk of the Board of Deputy
Supervisors

COUNTY OF SAN BERNARDINO

By: *Robert O. Townsend*

JUN 17 1985

CENTRAL VALLEY FIRE PROTECTION
DISTRICT

By: *Robert O. Townsend*
Chairperson,
Board of Supervisors

(SEAL)

ATTEST:

By: *Debbie Maloney* Deputy
Clerk of the Board of Supervisors

JUN 17 1985

Approved as to Form
Alan K. Marks, County Counsel

By: *Elizabeth L. Hanna*
Deputy

EXHIBIT "A"

FIRE PROTECTION POINTS

Fire Protection Points - The concept has been developed to identify different land use fire protection service costs and is agreed to by the Central Valley Protection District and City of Fontana.

Five basic land use categories are established:

Residential
Business Park/Light Industry
Heavy Industry
Office Park
Commercial

For each land use category, a certain number of Fire Protection Points (FPPs) are assigned.

1. Residential - FPPs are assigned based on per-acre density; one dwelling unit equals 10 points. For example, residential development at 4.5 dwelling units per acre would equal 45 FPPs per acre; 24 dwelling units per acre (higher density multi-family) results in 240 FPPs per acre.
2. Business Park/Light Industry - FPP is based on per-acre development at 56 FPPs per acre.
3. Heavy Industry - Based on per-acre development at 78 FPPs per acre.
4. Office Park - Based on per-acre development at 45 FPPs per acre.
5. Commercial - Based on per-acre development at 56 per acre.

A permanent fire station is required when the service area reaches 60,000 FPPs.

EXHIBIT "B"
REGIONAL BENEFIT IMPROVEMENTS
AND FACILITIES

Pursuant to Section 2.14 of this Agreement, to insure that optimum benefits are obtained through tax increment financing and to mitigate adverse fiscal impacts, the Agency agrees to utilize tax increment allocations, otherwise due the County General Fund if said Affected Redevelopment Plan amendments had not been adopted, to finance in whole or in part, the following regional benefit improvements, in addition to those facilities and services herinbefore described in Sections 1.9, 3.6, 4.1, 4.2, 4.3, et al of this Agreement.

- A. **PUBLIC IMPROVEMENTS:** All public improvements identified herein as "regional benefit" includes all appurtenances and appurtenant work pertaining or related thereto and all necessary or required work and attendant facilities and structures and rights-of-way therefore with respect to the construction, extension, reconstruction, realignment and improvements of regional benefit improvements and facilities.

1. Southwest Industrial Park (Amendments 2 & 3)

Flood Control drainage facilities in the following areas: Elm Avenue from Slover to Jurupa Avenues and connection to the south outside of the Project Area to the De Clez Channel; Beech Avenue from south of the Project Area to the De Clez Channel; Hemlock Avenue from south of Santa Ana Avenue to Jurupa Avenue and connection to the south outside of the Project Area to the De Clez Channel.

Drainage/Sewer facilities in the following areas: Riverside Road from Etiwanda Avenue to Mulberry Avenue; Jurupa Avenue from Mulberry Avenue to Etiwanda Avenue; including the construction of a bridge accross the San Sevaine Flood Control Channel.

Arterial street improvements, including redesign or reconstruction of roadway surfaces, signalization, signage required to properly regulate traffic circulation through the following intersections: Marlay Avenue and Etiwanda Avenue; Marlay Avenue and Mulberry Avenue; Slover Avenue and Cherry Avenue; Slover Avenue and Citrus Avenue.

2. Southwest Industrial Parks (Amendment 4)

Flood Control channel improvements to the San Sèvaine Channel/Jurupa Basin, including local storm drainage improvements in the following areas: Slover Avenue from Etiwanda to Mulberry Avenues; Etiwanda Avenue from Slover Avenue to the Riverside/San Bernardino County lines; Mulberry Avenue from the I-10 Freeway to the Riverside/San Bernardino County lines.

Arterial street improvements, including the redesign or reconstruction, signalization, signage and other improvements necessary to properly regulate circulation through the following intersections: Slover Avenue and Etiwanda Avenue; Slover Avenue and Mulberry Avenue; Mulberry and Santa Ana Avenues.

3. North Fontana

Flood Control improvements to the San Sevaine Channel system and major east-west storm drains as per Bill Mann report, and the 1969 Master Plan of Drainage prepared by Moffatt and Nichols for the San County Flood Control District. Major east-west storm drains include drains in Foothill, Baseline, Highland, Summit and Duncan Canyon.

Arterial streets and roads improvements, including redesign reconstruction, signalization, signage and other improvements necessary to properly regulate circulation through the following roadways: Foothill (Lime to East); Baseline (Palmetto to Devore); Highland (Palmetto to Devore); Summit (Sierra to Highland); Duncan Canyon (Sierra to Citrus); Riverside (Mango to Summit); Baseline (Baseline to Devore); Citrus (Baseline to Devore); Beech (Foothill to Summit); Cherry (Foothill to Devore); East (Foothill to Baseline); Mango (Riverside to Highland).

Sewer line extensions outside the project area as necessary to meet the project area's need includes major offsite trunk sewer line extensions to Beech and Cherry Avenue trunk lines and East Avenue and Mulberry Avenue lines.

4. Downtown (Amendment 3)

Arterial street improvements, including redesign or reconstruction of roadway surfaces, signalization, signage and other improvements necessary to properly regulate circulation including Valley Boulevard; Cypress Avenue; Juniper Avenue; Sierra Overpass at Orangeway; Sierra/westside Upland to Foothill; Foothill (southside Sierra to Cypress); southwest corner, Juniper and Foothill; and other miscell...

AMENDMENT NO. 1 TO THE
AGREEMENT BY AND AMONG
THE CITY OF FONTANA, CALIFORNIA,
THE FONTANA REDEVELOPMENT AGENCY,
THE COUNTY OF SAN BERNARDINO
AND
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT
FOR THE
SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT, AS AMENDED
DOWNTOWN REDEVELOPMENT PROJECT, AS AMENDED
JURUPA HILLS REDEVELOPMENT PROJECT, AS AMENDED
AND THE
NORTH FONTANA, REDEVELOPMENT PROJECT

THIS AMENDMENT NO. 1 ("Amendment No. 1"), dated as of this 4th day of August, 1986, is entered into by and among the City of Fontana, California (the "City"), the Fontana Redevelopment Agency (the "Agency"), the County of San Bernardino (the "County"), acting for itself and on behalf of the County Library District (the "Library District") and the San Bernardino County Flood Control District (the "Flood Control District") and the Central Valley Fire Protection District (the "Fire Protection District" or the "District").

RECITALS

1. The City, Agency, County, the Library District, the Flood Control District and the Fire Protection District, in part pursuant to Health and Safety Code Section 33401, entered into that certain agreement dated July 17, 1986, for the purpose of determining the amount of tax increment revenues available to the Agency from Redevelopment Project Areas of the Agency and for providing for fire protection services and facilities within the City by the Fire Protection District (the "Agreement"); in a manner which would alleviate the financial burden or detriment to the District as the result of various redevelopment projects.

2. The City and Agency have agreed pursuant to Section 4.1 of the Agreement to pay certain amounts to the Fire Protection District to fund provision of fire protection services by the District to the City each fiscal year and to provide the facilities and equipment necessary for such services;

3. Pursuant to to Section 4.1, inter alia, of the Agreement, the City and Agency have agreed to fund the operation of Station No. 4 ("Station No. 4"), located within the Jurupa and Southwest Redevelopment Plan areas as defined in the Agreement

4. The Agreement further provides for the City and Agency to construct and equip temporary Fire Station No. 8 within the North Fontana Redevelopment Plan area, as defined in Section 4.9 of the Agreement ("Station No. 8") and provide funds for the

operation of such station upon its completion, such funds to be obtained from any or all of the funds legally available to the City and/or agency for such purposes;

5. In order to provide for the continued operation and maintenance of Station No. 4 and the opening of Station No. 8, and to allow the City and Agency to encourage development to commence in North Fontana Redevelopment Project area, the City and Agency have requested that the District approve certain amendments to the Agreement for the consideration as set forth herein.

6. BD Fontana West End Venture and BD Investors have agreed with the Agency, pursuant to that certain Owner Participation Agreement (Restated) executed between the City, the Agency, BD Fontana West End Venture, and BD Investors, by its general partners, on or about December 17, 1985, (the "OPA Agreement") to make certain monthly payments to the Agency and the City as loans to the extent required to fund fire protection and maintenance, where fire protection fees received by the City and Agency from the North Fontana Redevelopment Project area (and pledged to BD Fontana West End Venture pursuant to the OPA Agreement for financing of regional improvements) are insufficient to pay the costs of such operations and maintenance as provided by the OPA Agreements, and which combined monthly payments pursuant to the OPA Agreements were intended to be but are not approximately equal to the obligation to the City and Agency pursuant to Section 4.1 of the Agreement for Station No. 8.

7. NOW, THEREFORE the parties to this Amendment No. 1 do agree as follows:

SECTION 1. Payments by the City to the Fire Protection District for Station No. 8.

Notwithstanding Section 4.1 of the Agreement, but solely with respect to Station No. 8, and solely for the fiscal year 1986-87, the base amount set out in Section 4.1 of the Agreement, as increased for the 1986-87 fiscal year pursuant to

in the amount of Sixty Thousand Seven Hundred Dollars (\$60,700) per month for 1986-87 (and increasing thereafter as set out in the Agreement), commencing with the first pro-rated payment upon execution of this Agreement and continuing each calendar month thereafter until amendment of the Agreement, such amounts to be for the operation and maintenance of Station No. 8, including any amounts necessary for training, as determined by District.

SECTION 2. Station No. 8 Operational. Upon the execution of this Agreement and payment of the first monthly amount set out in Section 1 hereof, Station No. 8 shall be operational. The District acknowledges that as of the date of the execution of this Agreement, and except for staffing and/or training, the City and Agency have provided or have caused to be provided all necessary and required structures, landscaping, equipment and other appurtenant facilities necessary for Station No 8.

SECTION 3. Default in Payment. In the event that City or Agency shall default in all or any portion of a monthly payment to the District for Station No. 8 as set out herein, by reason of the failure of the BD Fontana West End Venture, BD Investors, or their successors or assigns to remit monthly payments to the Agency and/or City pursuant to the OPA Agreements, the City and Agency shall thereupon be required to remit payments in the amount and at the times as would otherwise have been required by the City and Agency pursuant to Section 4.1 of the Agreement for the any fiscal year from the date that the temporary fire station becomes operational, less any amounts that may have been previously paid by the City or Agency to the District under the Agreement or this Amendment thereto; provided, however, that the City and Agency shall remit to the District the difference between the payments received under the OPA Agreement and those due under the Agreement.

SECTION 4. Remedies Available to District: Notwithstanding Section 3, in the event of a default in payment by the City for the operation and maintenance of Station No. 4 or

Station No. 8, or notification to District by City and/or Agency that payment pursuant to the Agreement cannot be made at a future date, the District may invoke the following remedies in addition to those available by law:

(a). At its sole discretion, upon notification to the City thereof, District may modify the provision of fire protection services, including but not limited to transfer of personnel, reduction of staffing, service levels, and response times, or station closure.

(b) To the extent that City and Agency have failed or have indicated they will fail to meet the payment schedule set out in the Agreement for Station No. 4, the Fire Protection District may invoke, or seek to invoke the provisions of Health and Safety Code Section 33401 to the extent of such nonpayment with respect to the tax increment funds attributable to the Jurupa and Southwest Redevelopment Project Areas. Any amounts received under this Subsection (b) shall be credited to amounts owing under the Agreement, and notwithstanding the reversion of tax increment, the City and Agency shall remain liable for the amounts set out in § 4.1 of the Agreement

SECTION 5. Interpretation of Agreement and Amendment. It is hereby agreed by and among the parties that this Agreement and Amendment were entered into in part pursuant to Health and Safety Code Section 33401, and it is the intent of the parties that those tax increment funds otherwise attributable to the District and any and all funds legally available to the City and/or Agency including tax increment, to pay such obligations shall be utilized therefor. Any default or inability by the City to fulfill its duties or obligations pursuant to the Agreement or this Amendment also shall be considered a default by the Agency.

(a) It is further recognized and agreed among the parties hereto that the Agency has incurred, and may wish to incur, obligations to utilize tax increment as a pledge to bondholders of tax allocation bonds and to developers and owners pursuant to owner participation agreements and disposition and

development agreements. From the date of this Agreement, such pledge of tax increment in excess of Five Hundred Thousand Dollars (\$500,000) shall not be made without the consent of the governing board of the District, which consent shall not be unreasonably withheld.

(b) Nothing contained herein shall alter the relationship of the County, the Library or the Flood Control District as set out in the Agreement or shall be deemed to amend or modify any provision of the Agreement not specifically set out herein.

APPROVED AS TO LEGAL FORM
AND AND ADEQUACY:

Timothy J. De

I, *Phyllis Woods*, Secretary of the Fontana Redevelopment Agency, by the attestation hereof, do hereby certify that the above and foregoing Agreement is a full, true and correct copy, without change, modification or alterations, of the Agreement as approved by official action of the Agency pursuant to Resolution No. *FRA 351*, as approved on *July 31*, 1986.

Phyllis Woods

FONTANA REDEVELOPMENT AGENCY

By: *Nathan H. Hargrave*
Chairman

(SEAL)
ATTEST:

By: *Phyllis Woods*
Secretary

CITY OF FONTANA, CALIFORNIA

By: *Donald F. Day*

(SEAL)
ATTEST:

By: *Patricia Murray*
City Clerk

Approved as to Form:

By: *[Signature]*
City Attorney

COUNTY OF SAN BERNARDINO

By: *[Signature]*
CENTRAL VALLEY FIRE PROTECTION DISTRICT
CHAIRMAN BOARD OF SUPERVISORS
AUG 04 1986

By: *[Signature]*
Chairperson, ROBERT L. HAMMOCK
Board of Supervisors

AUG 04 1986

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

MARTHA M. SEKERAK
Clerk of the Board of Supervisors
of the County of San Bernardino

By: *Wesley Malery*
Deputy

Approved as to Form
ALAN K. MARKS, County Counsel

By: *Elizabeth L. Harris*

I, MARTHA M. SCUDDER, Clerk of the Board of
Supervisors of the County of San Bernardino,
State of California, hereby certify the foregoing
instrument to be a full, true and correct copy of
the original now on file in my office.

Dated: APR 27 1987

Clerk of the Board

By: *Wesley Malery*
Deputy

AMENDMENT NO. 2 TO THE
AGREEMENT BY AND AMONG
THE CITY OF FONTANA, CALIFORNIA,
THE FONTANA REDEVELOPMENT AGENCY,
THE COUNTY OF SAN BERNARDINO
AND
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT
FOR THE
SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT, AS AMENDED
DOWNTOWN REDEVELOPMENT PROJECT, AS AMENDED
JURUPA HILLS REDEVELOPMENT PROJECT, AS AMENDED
AND THE
NORTH FONTANA REDEVELOPMENT PROJECT

THIS AMENDMENT NO. 2 ("Amendment No. 2"), dated as of his 30th day of March, 1987, is entered into by and among the City of Fontana, California (the "City"), the Fontana Redevelopment Agency (the "Agency"), the County of San Bernardino (the "County"), acting for itself and on behalf of the County Library District (the "Library District") and the San Bernardino County Flood Control District (the "Flood Control District") and the Central Valley Fire Protection District (the "Fire Protection District").

RECITALS

WHEREAS, the City, the Agency, the County, the Library District, the Flood Control District and the Fire Protection District entered into that certain Agreement dated as of June 17, 1985 (the "Agreement"), as amended on August 4, 1986, for the purpose of determining the amount of tax increment revenues that will be available to the Agency from the several redevelopment project areas of the Agency and to provide for fire protection services and facilities within the City by the Fire Protection District; and

WHEREAS, the City has agreed pursuant to Section 4.9 of the Agreement to provide both a certain temporary fire station and permanent fire stations within the North Fontana Redevelopment Project; and

WHEREAS, the City has adopted Ordinance No. 841 dated August 5, 1986, which specifies certain requirements for new residential, commercial and industrial development that mandates the use of fire sprinklers for new construction within the City; and

WHEREAS, said Ordinance No. 841 will result in improved fire protection service within the City and will tend to require decreased facilities and services by the Fire Protection District within the City; and

WHEREAS, the Agency and the City have requested that the County and the Fire Protection District approve a certain amendment to the Agreement for the reasons as set forth above and to encourage development to commence within the North Fontana Redevelopment Project; and

WHEREAS, the Agency, the City, the County and the Fire Protection District desire and intend to approve certain amendments to the Agreement for the purpose of assuring the provision of reasonable and appropriate fire protection within the City of Fontana.

NOW, THEREFORE, the parties to this Amendment No. 2 do hereby agree as follows:

Section 1. Southwest Industrial Park Redevelopment Plan; Amendment to Section 3.2(a)(iv) of the Agreement. Section 3.2(a)(iv) of the Agreement is amended by deletion therein of that portion which reads, "but in any event on or before July 31, 1986, as hereinabove recited."

Section 2. North Fontana Area; Amendment to Section 4.9 of the Agreement. Section 4.9 of the Agreement is amended to read in its entirety as follows:

"Section 4.9. Fire Protection Facilities Within North Fontana. (a) The Fire Protection District and the City agree that Fire Station No. 8 shall be the only station required to provide a necessary level of fire protection service within (i) the North Fontana Redevelopment Project, (ii) the area bounded by Foothill Boulevard on the south, Palmetto Avenue on the east from Foothill Boulevard to Highland Avenue, the eastern City boundary from Highland Avenue to Riverside Avenue, and the

City boundary on the northwest portion of the City north of Foothill Boulevard, and (iii) those areas in the unincorporated area of the County of San Bernardino which are within the sphere of influence of the City adjacent to those areas described in subsections (i) and (ii) above (collectively the "North Fontana Area") as of the date of adoption of this Amendment No. 2, so long as (A) Ordinance No. 841 of the City, which imposes a sprinkler system requirement for new residential development within the City, shall continue in full force and effect, and (B) not more than one hundred sixty thousand (160,000) Fire Protection Points have been assigned by the City within the North Fontana Area.

(b) Except with respect to areas subject to the Northgate and Walnut Village Specific Plans heretofore adopted by the City within which construction of above-ground structures has commenced prior to the date of this Agreement (the "Exempt Developments"), the City agrees not to issue any building permits for above-ground construction (the "Building Permits") unless Fire Station No. 8 either (i) shall commence and continue to be operational as a temporary fire protection facility as of the date of issuance of any such Building Permits, or (ii) shall become operational as a permanent fire protection facility as hereinafter required. Any and all permanent fire stations described in this Amendment No. 2 shall be constructed in accordance with Fire Protection District standards, specifications and bid requirements, including but not limited to those pertaining to size, design and interior fixtures and amenities, in effect or as otherwise required by the District at the time of the award of bid contracts for the commencement of construction thereon, and shall be constructed at the time, in the location and in the manner as required pursuant to this Agreement.

(c) If said Ordinance No. 841 shall be rescinded or substantially modified by the City, the City and/or the Agency shall cause to be constructed Fire Station No. 9 as described in this Agreement. If and when, if at all, the construction of Fire Station No. 9 is required hereunder, the City and/or the Agency shall enter into or cause to be entered into a binding construction contract for the construction of Fire Station No. 9 as a permanent fire protection facility. Any failure by the City and/or the Agency to enter into such a contract within one hundred twenty (120) days from the effective date of rescission or substantial modification of said Ordinance No. 841 shall be cause for the District to submit to the City a written demand that no Building Permits be issued thereafter by the City within the North Fontana Area. Following receipt by the City of such written demand, the City shall not issue any additional Building Permits within the North Fontana Area, except for (i) Building Permits to be issued in the Exempt Developments and (ii) Building Permits to be issued within the West End Specific Plan Area under Subsections (i) and (j) herein.

(d) Upon execution by the Fire Protection District of Amendment No. 2 to this Agreement, the City and/or the Agency shall cause Fontana Heritage West End Associates, a California limited partnership (the "Developer"), to remit to the Fire Protection District moneys in the amount of Forty Thousand Dollars (\$40,000), which is the amount that has been determined by the Fire Protection District as necessary for the acquisition of approximately one and one-half (1-1/2) net acres of land including, but not limited to, related costs for surveys, title reports, title insurance and escrow, for the eventual construction of Fire Station No. 8 as a permanent fire protection facility. If

and to the extent such initial remittance of money shall be insufficient to complete the purchase of such land by the Fire Protection District, the City and/or the Agency shall, within thirty (30) days after receipt of a written demand from the Fire Protection District, either pay directly to the Fire Protection District or cause the Developer to make such payment to the Fire Protection District within said thirty (30) day period of such additional amounts as may be necessary to pay in full the foregoing land acquisition costs. Any moneys deposited pursuant to this Subsection (d) with the Fire Protection District in excess of the actual final costs of acquisition of the foregoing land, together with related costs, shall be refunded by the Fire Protection District to the City, the Agency or the Developer, as appropriate, promptly upon completion of the land acquisition and the payment of all related land acquisition costs. The District shall establish a special account for the deposit of moneys, together with interest earnings thereon, as required herein and shall provide the City and/or the Agency with a final accounting of all such moneys within thirty (30) days after the last payment from such account.

(e) Fire Station No. 8 shall continue to be operated as a temporary fire protection facility until such time as sixty thousand (60,000) Fire Protection Points have been assigned by the City within the North Fontana Area. Upon or prior to the date that the City has assigned said number of Fire Protection Points within the North Fontana Area, the City and/or the Agency shall award a contract or contracts providing for the commencement of construction, equipping and furnishing Fire Station No. 8, including all on-site improvements, as a permanent fire protection facility, ~~on the land to be acquired by the Fire Protection District pursuant to this Agreement.~~ At such time as the City, the Agency and/or Fire Protection District prepares plans and specifications for said Fire Station No. 8, the City, the Agency and/or Fire Protection District ~~may, in its discretion,~~ include plans and specifications for facilities in which will be located the two-person rescue squad described in Subsection (g) hereof. As an alternative procedure to the City and/or the Agency undertaking the construction, equipping and furnishing of said Fire Station No. 8 as a permanent fire protection facility, the City and/or the Agency may remit to the Fire Protection District on or before the above date moneys in such dollar amount as may reasonably be determined by the Fire Protection District to permit the Fire Protection District to construct, equip and furnish Fire Station No. 8, including all on-site improvements, as a permanent fire protection facility. The remittance of additional dollar amounts or the refund of excess deposits made by the City and/or the Agency to the Fire Protection District hereunder relative to the actual final costs of completing Fire Station No. 8 as a permanent facility shall be administered in the same manner as provided in Subsection (d) hereof with regard to land acquisition payments.

JOHN JOYNER

JOHN JOYNER

(f) The City and/or the Agency shall continue to remit or cause to be remitted to the Fire Protection District advance monthly payments for the operation and maintenance costs of Fire Station No. 8, as set out in Amendment No. 1 to this Agreement and in Section 4.1 hereof.

(g) No later than the date that the City assigns one hundred thousand (100,000) Fire Protection Points in the North Fontana Area, the City and/or the Agency shall complete the construction of Fire Station No. 8 as a permanent fire protection facility as provided in Subsection (e) hereof. Commencing with the date that the City assigns one hundred thousand (100,000) Fire Protection

Points in the North Fontana Area, the City and/or the Agency shall provide to the Fire Protection District sufficient funds to equip, train and staff a two-person rescue squad, together with the maintenance and operation of such rescue squad and of facilities related thereto. The maintenance and operation of the two-person rescue squad shall thereafter be funded at the City's and/or the Agency's expense.

(h) At such time as either (i) one hundred sixty thousand (160,000) Fire Protection Points have been assigned by the City within the North Fontana Area or (ii) when additional annexations of territory to the City within the North Fontana Area in which annexed areas the assignment by the City of Fire Protection Points imposes an excessive response time for fire protection services upon the Fire Protection District, as reasonably determined by the Fire Protection District, the Fire Protection District, the Agency and the City shall jointly determine the advisability of (i) expanding the service capabilities of Fire Station No. 8 or (ii) commencing the construction, equipping and operation of Fire Station No. 9 in an effort to mitigate increasing fire protection needs within the North Fontana Area.

(i) Subject to the condition that the Developer shall have submitted to the City or the Fire Protection District the Forty Thousand Dollar (\$40,000) deposit concerning the acquisition of land for Fire Station No. 8 as a permanent facility pursuant to Subsection (d) hereof, the parties hereto agree that the Developer, and successors in interest with regard to real property owned by the Developer within the West End Specific Plan Area, each of which shall be a third party beneficiary of this Subsection (i), shall, notwithstanding the number of Building Permits issued or Fire Protection Points assigned in the North Fontana Area, have the right, upon the effective date of Amendment No. 2 to this Agreement, (1) to obtain from the City the issuance of Building Permits for commercial, office and industrial development for that entire area subject to the West End Specific Plan which do not, in the aggregate, exceed Twenty Thousand (20,000) Fire Protection Points, and (2) to obtain from the City the additional issuance of Building Permits for residential development which do not, in the aggregate, exceed Fifteen Thousand (15,000) Fire Protection Points. Of such Fifteen Thousand (15,000) Fire Protection Points allocated for residential development, Ten Thousand (10,000) such Fire Protection Points are specifically allocated to that area shown as the "Approved Area" in Exhibit 1 attached hereto and incorporated herein by reference, and the remaining Fire Protection Points shall be allocated as set forth in written notice given by the Developer to the City from time to time.

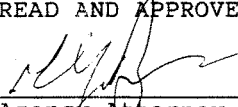
(j) The Developer, and successors in interest with regard to real property owned by the Developer within the West End Specific Plan Area, each of which shall be a third party beneficiary of this Subsection (j), shall be entitled to obtain the issuance of all Building Permits for residential dwelling units and commercial, office and industrial development within the West End Specific Plan Area notwithstanding the number of Building Permits issued or the number of Fire Protection Points which have been assigned by the City throughout the remainder of the North Fontana Area for residential, commercial, office or industrial development, if the requirements of Subsection (e) above shall have been satisfied with respect to the commencement of the construction of Fire Station No. 8 as a permanent fire protection facility or the remittance of moneys to the Fire Protection District.

(k) Exhibit "A" to this Agreement sets forth a description of the term "Fire Protection Points" and assigns the number of Fire Protection Points for each land use category. It is hereby agreed by and between the City and the Fire Protection District that with respect to the land use categories designated, "Business Park/Light Industry", "Heavy Industry", "Office Park" and "Commercial", and for purposes of the determination of the number of Fire Protection Points to be assigned to developments within such land use categories, the term "per-acre development" as used in said Exhibit "A" shall mean the total net land acreage of a lot or parcel for which a Building Permit is issued, exclusive of any dedicated public rights-of-way. With respect to the foregoing land use categories, Fire Protection Points shall be assigned upon the issuance of the first Building Permit applicable to each such lot or parcel.

Within the West End Specific Plan Area, Fire Protection Points shall be assigned to the "Residential" category as set forth in said Exhibit "A" on the basis of ten (10) Fire Protection Points per single family or multifamily unit. Fire Protection Points shall be assigned with regard to a single family attached or detached development or a multifamily project upon the issuance of a Building Permit for each such unit. The Staff of the City and the Fire Protection District shall hereafter determine, by mutual agreement, a formula for the calculation of Fire Protection Points for the "Residential" category applicable to all areas within the North Fontana Area other than the West End Specific Plan Area".

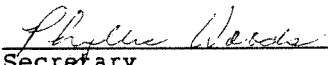
Section 3. Execution and Approval by Parties. By the execution hereof the parties to this Amendment No. 2 hereby acknowledge that this Amendment No. 2 has been duly approved by the respective governing bodies and that this Amendment No. 2 has been authorized for execution by the respective officers or representatives of the parties on behalf of each party hereto and shall amend the Agreement to the extent provided in this Amendment No. 2.

READ AND APPROVED:



Agency Attorney

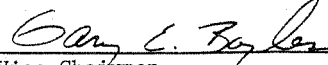
I, Phyllis Woods, Secretary of the Fontana Redevelopment Agency, by the attestation hereof, do hereby certify that the above and foregoing Agreement is a full, true and correct copy, without change, modification or alterations, of the Agreement as approved by official action of the Agency pursuant to Resolution No. FRA 87-15, as approved on March 17, 1987.



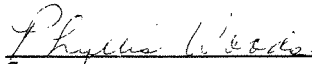
Secretary

FONTANA REDEVELOPMENT AGENCY

(SEAL)
ATTEST:

By: 

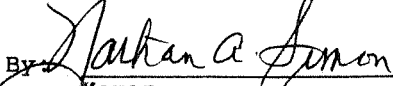
Vice Chairman

By: 

Secretary

CITY OF FONTANA, CALIFORNIA

(SEAL)
ATTEST:

By: 

Mayor

By: 

City Clerk

Approved as to Form:

By: [Signature]
City Attorney

COUNTY OF SAN BERNARDINO

By: [Signature] JOHN JOYNER
CHAIRMAN, BOARD OF SUPERVISORS
CENTRAL VALLEY FIRE
PROTECTION DISTRICT MAR 30 1987

CHAIRMAN BOARD OF SUPERVISORS

By: [Signature] JOHN JOYNER
Chairperson, MAR 30 1987
Board of Supervisors

(SEAL)

ATTEST:

By: [Signature]
Clerk of the Board of
Supervisors

Approved as to Form
Alan K. Marks, County Counsel

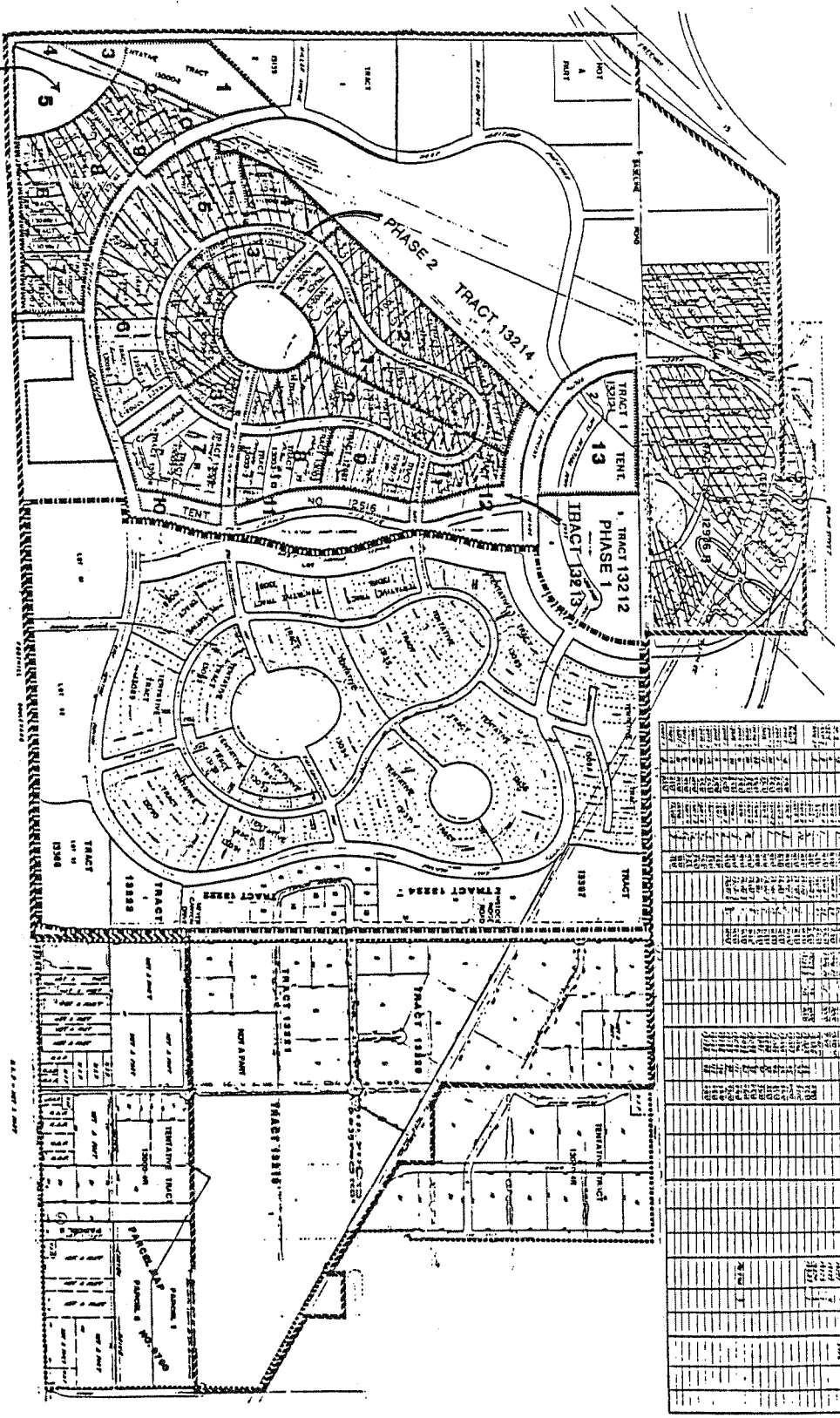
By: [Signature]
Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD.

MARTHA M. SCUDDER
Clerk of the Board of Supervisors
of the County of San Bernardino

By: [Signature]
Deputy

10000-2R



PHASE 3
TRACT 13000-2
AND 13000-2R

6 INDICATES SUPERPAD LOT NUMBER
BOUNDARY FOR TENT. TRACT 13000-4R
BOUNDARY FOR TENT. TRACT 13000-3R
BOUNDARY FOR TENT. TRACT 13000
BOUNDARY FOR SUPERPAD LOTS PER TRACTS 13213, 13214, 13000-2 AND 13000-2R
BOUNDARY FOR TENT. TRACT 13000-1 (PHASE 1 - 13213, PHASE 2 - 13214, PHASE 3 - 13000-2 AND 13000-2R COMMERCIAL 13139)

FONTANA PROJECT FINAL TRACT MAP INDEX

WEST VILLAGE		NORTH VILLAGE		EAST VILLAGE		CENTRAL VILLAGE	
INITIAL TRACT NO. 13000-1		INITIAL TRACT NO. 13000-1		INITIAL TRACT NO. 13000-1		INITIAL TRACT NO. 13000-1	
13000-1	13000-2	13000-3	13000-4	13000-5	13000-6	13000-7	13000-8
13000-9	13000-10	13000-11	13000-12	13000-13	13000-14	13000-15	13000-16
13000-17	13000-18	13000-19	13000-20	13000-21	13000-22	13000-23	13000-24
13000-25	13000-26	13000-27	13000-28	13000-29	13000-30	13000-31	13000-32
13000-33	13000-34	13000-35	13000-36	13000-37	13000-38	13000-39	13000-40
13000-41	13000-42	13000-43	13000-44	13000-45	13000-46	13000-47	13000-48
13000-49	13000-50	13000-51	13000-52	13000-53	13000-54	13000-55	13000-56
13000-57	13000-58	13000-59	13000-60	13000-61	13000-62	13000-63	13000-64
13000-65	13000-66	13000-67	13000-68	13000-69	13000-70	13000-71	13000-72
13000-73	13000-74	13000-75	13000-76	13000-77	13000-78	13000-79	13000-80
13000-81	13000-82	13000-83	13000-84	13000-85	13000-86	13000-87	13000-88
13000-89	13000-90	13000-91	13000-92	13000-93	13000-94	13000-95	13000-96
13000-97	13000-98	13000-99	13000-100	13000-101	13000-102	13000-103	13000-104
13000-105	13000-106	13000-107	13000-108	13000-109	13000-110	13000-111	13000-112
13000-113	13000-114	13000-115	13000-116	13000-117	13000-118	13000-119	13000-120
13000-121	13000-122	13000-123	13000-124	13000-125	13000-126	13000-127	13000-128
13000-129	13000-130	13000-131	13000-132	13000-133	13000-134	13000-135	13000-136
13000-137	13000-138	13000-139	13000-140	13000-141	13000-142	13000-143	13000-144
13000-145	13000-146	13000-147	13000-148	13000-149	13000-150	13000-151	13000-152
13000-153	13000-154	13000-155	13000-156	13000-157	13000-158	13000-159	13000-160
13000-161	13000-162	13000-163	13000-164	13000-165	13000-166	13000-167	13000-168
13000-169	13000-170	13000-171	13000-172	13000-173	13000-174	13000-175	13000-176
13000-177	13000-178	13000-179	13000-180	13000-181	13000-182	13000-183	13000-184
13000-185	13000-186	13000-187	13000-188	13000-189	13000-190	13000-191	13000-192
13000-193	13000-194	13000-195	13000-196	13000-197	13000-198	13000-199	13000-200

Map & Survey, Inc.
DATE: 11/1/88

FONTANA TRACT MAP INDEX

AMENDMENT NO. 3 TO THE AGREEMENT
BY AND AMONG THE CITY OF FONTANA, CALIFORNIA,
THE FONTANA REDEVELOPMENT AGENCY,
THE COUNTY OF SAN BERNARDINO AND
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT FOR THE
SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT,
AS AMENDED, DOWNTOWN REDEVELOPMENT PROJECT, AS AMENDED,
JURUPA HILLS REDEVELOPMENT PROJECT, AS AMENDED, AND THE
NORTH FONTANA REDEVELOPMENT PROJECT

THIS AMENDMENT NO. 3 ("Amendment"), dated
this 22nd day of August, 1989, is entered into by and
among the City of Fontana, California ("City"), the Fontana
Redevelopment Agency ("Agency" or "RDA"), the County of San
Bernardino ("County"), acting for itself and on behalf of
the County Library District ("Library District"), the San
Bernardino County Flood Control District ("Flood Control
District"), and the Central Valley Fire Protection District
("Fire District").

RECITALS:

WHEREAS, the City, Agency, County, Library
District, Flood Control District and Fire District entered
into that certain Agreement dated June 17, 1985
("Agreement"), as amended, for the purpose of determining
the amount of tax increment revenues that will be available
to the Agency from several redevelopment project areas of
the Agency and to provide adequate fire protection services
and facilities within the City by the Fire District; and

WHEREAS, the Agency, City, County, Library District, Flood Control District and Fire District desire approve this Amendment to the Agreement for the purpose of assuring the provision of appropriate fire protection services and facilities within the City; and

WHEREAS, the Fire District has demonstrated to the City and the Agency, and the City and the Agency find by means of the approval of this Amendment, as supported by substantial evidence, that the redevelopment projects heretofore adopted and established by the City and the Agency, as set forth in the Agreement, will cause a financial burden or detriment to the Fire District and that the payments due and owing by the City and Agency hereunder are necessary to alleviate such financial burden or detriment; and

WHEREAS, in particular, the City and the Agency find that such redevelopment projects will cause a need for the Fire District to serve a dramatically increasing number of businesses and residents located both within and adjacent to such redevelopment projects, and will further cause the need by the Fire District for more funds to meet increasing employee wages and benefits; to construct needed capital facilities; to purchase equipment; to pay for employee benefits; to meet increased insurance rates, Com Center Charges and the implementation of a Computer Assisted Dispatch System; and to update mapping and fire demand zone

changes.

NOW THEREFORE, the parties to this Amendment hereby agree as follows:

SECTION 1. Section 4.6 of the Agreement is hereby amended by adding the following provisions:

(a) Immediate Interim Costs:

During the interim period before Station 77 is manned with full-time permanent positions, as indicated below in subsection (c), the City/RDA will pay the entire cost of overtime manning of temporary Fire Station 77. This cost will consist of overtime cost for three (3) Captains, three (3) Engineers, three (3) Firefighters and one (1) Battalion Commander. The City/RDA, in addition to the overtime positions, shall fund ten (10) new Firefighter positions at entry level salary to maintain Fire District minimum manning levels, in accordance with subsection (c) herein.

(b) One Time Cost:

(i) The City/RDA shall immediately purchase all necessary fire equipment to put the pumper into service.

(ii) The City/RDA shall fund the cost of providing the necessary safety

clothing and equipment for the ten (10) Firefighter and one (1) Battalion Commander positions.

(iii) The City/RDA will fund the cost of redefining the fire demand zones and the dispatching of manpower and equipment in the southern portion of Fontana.

(iv) The City/RDA shall provide to the Fire District one (1) staff vehicle (Code 3 equipped) for use by the Battalion Commander.

All costs for items described in subsections (b)(ii) and (b)(iii) herein will be billed to the City/RDA and shall be payable to the Fire District within thirty (30) days from invoice. Upon full compliance with subsections 4(a) and 4(b) herein, and following approval by the Fire District, the City shall be entitled to release building permits applicable to 20,000 fire protection points.

(c) Additional Positions:

City/RDA shall also fund the cost of two (2) additional permanent Battalion Commander positions to supervise Stations 74 and 78. During the interim period before these positions are

filled with Battalion Commanders, the City/RDA will be responsible for the cost and necessary equipment of two (2) Battalion Commander positions at overtime rates. In addition, the City/RDA will pay for two (2) additional entry level positions, their training and necessary safety equipment and clothing. This requirement will be effective one hundred twenty (120) days after execution by all parties of this Amendment.

Costs will be billed monthly in advance and will be due to the Fire District thirty (30) days from invoice.

(d) On-Going Costs:

The City/RDA shall fund the entire cost of personnel required to staff Station 77. Permanent staffing will be three (3) Firefighters, three (3) Engineers, three (3) Captains, and one (1) Battalion Commander. The City/RDA shall bear the entire cost of operations, maintenance, supplies, clerical and administrative support of the station.

On-going costs will be billed in advance by the Fire District and will be paid by the City/RDA thirty (30) days from invoice.

(e) Temporary Fire Station Site and Dwelling:

The City/RDA shall fund the entire cost

of securing an appropriate site and placing into service temporary Fire Station 77. The structure may consist of either a conventional or mobile structure, with a minimum living area of 1,500 square feet with an enclosed fire apparatus room approved by the Fire District. Temporary Fire Station 77 shall be operational one hundred twenty (120) days after the execution by all parties of this Amendment.

(f) Proof of Deposit of Funds for Permanent Fire Station 77:

Upon the signing of this Amendment, the City/RDA shall provide proof of deposit, in a City account, of the sum of One Million One Hundred Forty Thousand Dollars (\$1,140,000.00), allocated for the sole purpose of architectural designs and plans, site improvements, construction and furnishing of Fire Station 77, as approved by the Fire District.

(g) Fire Protection Points:

The City/RDA shall, within one hundred twenty (120) days of completion of a certain Public Technology, Inc. (P.T.I.) study, but in no case later than January 1, 1990, be entitled to release building permits applicable to 10,000 fire protection points upon purchase of a one and one-

half (1 1/2) acre site for permanent Station 77. Such site must meet the approval of the Fire District prior to releasing the building permits applicable to 10,000 fire protection points. Upon satisfactory completion of permanent Fire Station 77, the City/RDA shall be entitled to release building permits applicable to an additional 20,000 fire protection points.

(h) Triple Combination Pumper:

The City/RDA shall purchase for the Fire District, as soon as possible, but not later than October 1, 1989, one new fully-equipped triple combination pumper.

re: Jurupa Hills RDA Plan

SECTION 2. Section 4.7 of the Agreement is hereby amended by adding the following provisions:

(a) Upon full compliance with this Amendment, the City/RDA may proceed with building construction as documented in the Agreement.

(b) The City/RDA shall provide to the Fire District proof of deposit, in a City account, of the sum of One Million One Hundred Forty Thousand Dollars (\$1,140,000.00), allocated for the sole purpose of architectural designs and plans, site improvements, construction and furnishing of permanent Fire Station 74, as specified and

approved by the Fire District.

(c) The City/RDA shall issue a purchase order for two (2) new triple combination pumpers in accordance with the specifications of the Fire District within one hundred twenty (120) days of execution by all parties of this Amendment.

(d) All previous conditions of this section not in conflict with this Amendment shall remain unchanged and in effect.

(e) The City/RDA shall promptly acquire a one and one-half (1 1/2) acre parcel located in the vicinity of Village Drive and Live Oak Avenue for the permanent site of Fire Station 74.

Temporary Fire Station 74 shall be located in this general vicinity within one hundred twenty (120) days of the execution by all parties of this Amendment.

(f) Costs for Station 74 will be billed monthly in advance and will be due to the Fire District thirty (30) days from invoice.

(g) The City/RDA shall proceed in an expedient manner with all efforts to facilitate the concurrent construction of permanent Fire Station 74, with a projected date of completion of no later than August, 1991.

SECTION 3. By the execution hereof, the parties to this Amendment acknowledge that this Amendment has been duly approved by the respective governing bodies and authorized for execution by the respective officers or representatives of the parties.

READ AND APPROVED:

Stephen P. DeLore
Agency Attorney

DATED: August 15, 1989

I, Linda S. Nunn, Secretary of the Fontana Redevelopment Agency, by the attestation hereof, do hereby certify that the above and foregoing Agreement is a full, true and correct copy, without change, modification or alterations, of the Agreement as approved by official action of the Agency pursuant to Resolution No. FRA 89-44, as approved on August 22, 1989.

Linda S. Nunn
Secretary

DATED: August 23, 1989

FONTANA REDEVELOPMENT AGENCY

(SEAL)
ATTEST:

By: Barry D. [Signature]
Chairman

DATED: August 23, 1989

By: Linda S. Nunn
Secretary

DATED: August 23, 1989

(SEAL)
ATTEST:

By: Linda S. Mann
Deputy City Clerk
DATED: August 23, 1989

APPROVED AS TO FORM:

By: Stephen P. Deibel
City Attorney
DATED: August 15, 1989

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR-
MAN OF THE BOARD OF SUPERVISORS

By: Earlene Sprout
EARLENE SPROUT
Clerk of the Board of Supervisors
of the County of San Bernardino

I, EARLENE SPROUT, Clerk of the Board of
Supervisors of the County of San Bernardino,
State of California, hereby certify the foregoing
instrument to be a full, true and correct copy of
the original now on file in my office.

Dated: OCT 23 1989

Clerk of the Board

By: Earlene Sprout
Deputy

CITY OF FONTANA, CALIFORNIA

By: Nathan A. Simon
Mayor
DATED: August 24 1989

COUNTY OF SAN BERNARDINO

By: Barbara Anne Lyisben
Chairman
Board of Supervisors

DATED: OCT 23 1989

CENTRAL VALLEY FIRE PROTECTION
DISTRICT

By: Barbara Anne Lyisben
Chairman
Board of Supervisors of
San Bernardino County,
Acting as the Governing
Body of Central Valley
Fire Protection District

DATED: OCT 23 1989

APPROVED AS TO FORM:

ALAN K. MARKS
County Counsel, San
Bernardino County

By: L. Thomas Krabelski
Deputy County Counsel

DATED: 9/14/89



DISTRICT

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	New	Vendor Code		Dept.	Contract Number		
M	<input checked="" type="checkbox"/> Change			SC	SPD	A	
X	Cancel			85-371 A-5			
District			Dept.		Contractor's License No.		
Central Valley Fire Protection District							
District Contract Representative			Ph. Ext.		Amount of Contract		
L. Craig Duckworth			387-5942		Varies		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SQY	580						
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	
Project Name						Amount	
Facility Lease						I/D	
Agreement							

CONTRACTOR SEE ATTACHMENT

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative SEE ATTACHMENT

Address SEE ATTACHMENT Phone _____

Nature of Contract: (Briefly describe the general terms of the contract)

THIS AGREEMENT between the City of Fontana, Fontana Redevelopment Agency, the County of San Bernardino and the Central Valley Fire Protection District amends Agreement No. 85-371 approved in June, 1985. Previous amendments provided additional funding for the construction of capital facilities for Central Valley Fire Protection District.

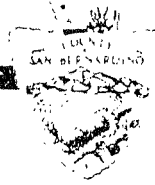
The purpose of this fifth amendment is to provide the Central Valley Fire Protection District with an amount of funds equal to all taxes which would be produced by the rate upon which the tax is levied each year for the Central Valley Fire Protection District without allocation of all or any portion of such Central Valley Fire Protection District taxes to the Agency pursuant to Section 33670 (b) of the Redevelopment Law.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form County Counsel Date <u>2-4-93</u>	Reviewed as to Affirmative Action Date <u>2-22-93</u>	Reviewed for Processing Agency Administrator/CAO Date <u>2/23/93</u>
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OFFICE OF SPECIAL DISTRICTS

157 West Fifth Street • San Bernardino, CA 92415-0450 • (909) 387-5940
Fax (909) 387-5968



COUNTY OF SAN BERNARDINO
COUNTY ADMINISTRATIVE OFFICE

VERNON G. KNOUREK
Assistant Administrative Officer
for Special Districts

February 1, 1993

Mr. Jay M. Corey
Fontana Redevelopment Agency
8353 Sierra Avenue
Fontana, CA 92335

RE: TAX ALLOCATION AGREEMENT, FIFTH AMENDMENT

Dear Mr. Corey:

Enclosed are nine copies of the proposed lease agreement between Central Valley Fire Protection District and Fontana Redevelopment Agency.

Please review the agreement and return eight signed copies to this office, retaining one copy for your records.

Upon receipt of the agreement, this office will forward the agreement to the San Bernardino County Board of Supervisors for recommended approval. After approval, the original approved agreement will be forwarded to you.

Thank you for your assistance in this matter.

Sincerely,

L. CRAIG DUCKWORTH, Supervisor
Administrative Services II

LCD:ak

Enclosures

2\Fontana.RDA

HARRY M. MAYS
County Administrative Officer

Board of Supervisors

MARSHA TUROCI	First District	BARBARA CRAM RIORDAN	Third District
JON D. MIKELS	Second District	LARRY WALKER	Fourth District
JERRY EAVES	Fifth District		



DISTRICT
F A S

CONTRACT TRANSMITTAL

E <input type="checkbox"/> New		Vendor Code		Dept.		Contract Number	
M <input checked="" type="checkbox"/> Change				SC SPD A		85-371 A-5	
X <input type="checkbox"/> Cancel							
District Central Valley Fire Protection District				Dept. Orgn.		Contractor's License No.	
District Contract Representative L. Craig Duckworth				Ph. Ext. 387-5942		Amount of Contract Varies	
Fund SQY	Dept. 580	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
Commodity Code			Estimated Payment Total by Fiscal Year				
Project Name			FY	Amount	I/D	FY	Amount I/D
Facility Lease Agreement							

CONTRACTOR SEE ATTACHMENT

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative SEE ATTACHMENT

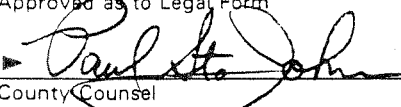


Address SEE ATTACHMENT Phone _____

Nature of Contract: (Briefly describe the general terms of the contract)

THIS AGREEMENT between the City of Fontana, Fontana Redevelopment Agency, the County of San Bernardino and the Central Valley Fire Protection District amends Agreement No. 85-371 approved in June, 1985. Previous amendments provided additional funding for the construction of capital facilities for Central Valley Fire Protection District.

The purpose of this fifth amendment is to provide the Central Valley Fire Protection District with an amount of funds equal to all taxes which would be produced by the rate upon which the tax is levied each year for the Central Valley Fire Protection District without allocation of all or any portion of such Central Valley Fire Protection District taxes to the Agency pursuant to Section 33670 (b) of the Redevelopment Law.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form  County Counsel Date <u>2-4-93</u>	Reviewed as to Affirmative Action  Date _____	Reviewed for Processing  Agency Administrator/CAO Date _____
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DISTRICT

CONTRACT TRANSMITTAL

District CENTRAL VALLEY FIRE PROTECTION			CONTRACT NUMBER 85-371 A-4	
District Contract Representative L. CRAIG DUCKWORTH			<input type="checkbox"/> Renewable <input type="checkbox"/> Terminates Date:	
Budget Unit No. 010	Sub-Object No. 9590	Fund No. 717	Job No.	Amount of Contract varies
Check One: <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue S.S.A. # _____ or Federal _____ Employer ID # _____			If contract has more than one payment or receipt, complete the following. Number of payments: varies Estimated amount of each: \$ varies	

Contractor: SEE ATTACHMENT

Contractor's Representative: SEE ATTACHMENT

Address: SEE ATTACHMENT Phone: SEE ATTACHMENT

Nature of Contract: *(Briefly describe the general terms of the contract)*

THIS AGREEMENT between the City of Fontana, Fontana Redevelopment Agency, County of San Bernardino, and Central Valley Fire Protection District amends Agreement No. 85-371 approved in June, 1985. Previous amendments provided additional funding for the construction of capital facilities for Central Valley Fire Protection District.

The purpose of this fourth amendment is to relieve the City of Fontana and the Fontana Redevelopment Agency of the responsibility to provide temporary Fire Station No. 74 within 120 days of signing Amendment No. 3. The requirement to construct a permanent Fire Station No. 74 remains as a provision of the amended Agreement.

(*Attach this transmittal to all contracts not prepared on the "Standard Contract" form.*)

Reviewed as to legal form

Reviewed as to budget expenditure

L. Thomas Krahelski 4/17/90
County Counsel

[Signature]
Director, Special Districts Department

RDA PARTIES

Contractor

1. City of Fontana ("City")
Nathan A. Simon
8353 Sierra Avenue
Fontana, CA 92335
Telephone: (714) 350-7603
2. Fontana Redevelopment Agency ("Agency or RDA")
Gary Boyles
8353 Sierra Avenue
Fontana, CA 92335
Telephone: (714) 350-7680
3. County of San Bernardino ("County")
John Giblin
385 N. Arrowhead Avenue
San Bernardino, CA 92415-0120
Telephone: (714) 387-5408
4. County Library District
Barbara Anderson
104 W. Fourth Street
San Bernardino, CA 92415-0035
Telephone: (714) 387-5721
5. County Flood Control District
Ken Miller
825 E. Third Street
San Bernardino, CA 92415-0835
Telephone: (714) 387-2623

AMENDMENT NO. 4 TO THE
AGREEMENT BY AND AMONG
THE CITY OF FONTANA, CALIFORNIA,
THE FONTANA REDEVELOPMENT AGENCY,
THE COUNTY OF SAN BERNARDINO
AND
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT
FOR THE
SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT,
AS AMENDED,
DOWNTOWN REDEVELOPMENT PROJECT,
AS AMENDED,
JURUPA HILLS REDEVELOPMENT PROJECT
AS AMENDED, AND THE
NORTH FONTANA REDEVELOPMENT PROJECT

THIS AMENDMENT NO. 4 ("Amendment"), dated this 1st day of May _____, 1990, is entered into by and among the City of Fontana, California ("City"), the Fontana Redevelopment Agency ("Agency" or "RDA"), and the County of San Bernardino ("County"), acting for itself and on behalf of the Central Valley Fire Protection District ("Fire District").

RECITALS

WHEREAS, the City, Agency, County and Fire District entered into that certain Agreement dated June 17, 1985, ("Agreement"), as amended by Amendment No. 3, dated October 23, 1989; and

WHEREAS, the City, Agency, County and Fire District desire to modify Amendment No. 3 to the Agreement for the purpose of relieving the City and the Agency of the responsibility to provide temporary Fire Station No. 74; and

WHEREAS, the City, Agency, County and Fire District, since Amendment No. 3 was negotiated, have identified new alternatives for providing fire protection that were not apparent at the time of the execution of Amendment No. 3.

NOW, THEREFORE, the City, Agency, County and Fire District hereby agree to the following:

- A. The City/RDA shall proceed as quickly as possible with the construction of temporary Fire Station No. 77 and permanent Fire Station No. 74. Temporary Fire Station No. 74 will not be constructed.
- B. Section 4.7 of the Agreement is hereby amended by removing the following provisions from Amendment No. 3:
 - (e) "Temporary Station No. 74 shall be located in this general vicinity within 120 days of signing of this Amendment."
- C. By the execution hereof, the parties to this Amendment acknowledge that this Amendment has been duly approved by the respective governing bodies and authorized for execution by the respective officers or representatives of the parties.
- D. This Amendment does not affect Amendment No. 3 except as provided above and all other requirements in that section remain in full force and effect.

AMENDMENT NO. 4 TO THE
AGREEMENT BY AND AMONG
THE CITY OF FONTANA, CALIFORNIA,
THE FONTANA REDEVELOPMENT AGENCY,
THE COUNTY OF SAN BERNARDINO
AND
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT
FOR THE
SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT,
AS AMENDED,
DOWNTOWN REDEVELOPMENT PROJECT,
AS AMENDED,
JURUPA HILLS REDEVELOPMENT PROJECT
AS AMENDED, AND THE
NORTH FONTANA REDEVELOPMENT PROJECT

THIS AMENDMENT NO. 4 ("Amendment"), dated this 9th day of June, 1990, is entered into by and among the City of Fontana, California ("City"), the Fontana Redevelopment Agency ("Agency" or "RDA"), and the County of San Bernardino ("County"), acting for itself and on behalf of the Central Valley Fire Protection District ("Fire District").

should be 1st of May - ?

RECITALS

WHEREAS, the City, Agency, County and Fire District entered into that certain Agreement dated June 17, 1985, ("Agreement"), as amended by Amendment No. 3, dated October 23, 1989; and

WHEREAS, the City, Agency, County and Fire District desire to modify Amendment No. 3 to the Agreement for the purpose of relieving the City and the Agency of the responsibility to provide temporary Fire Station No. 74; and

WHEREAS, the City, Agency, County and Fire District, since Amendment No. 3 was negotiated, have identified new alternatives for providing fire protection that were not apparent at the time of the execution of Amendment No. 3.

NOW, THEREFORE, the City, Agency, County and Fire District hereby agree to the following:

- A. The City/RDA shall proceed as quickly as possible with the construction of temporary Fire Station No. 77 and permanent Fire Station No. 74. Temporary Fire Station No. 74 will not be constructed.
- B. Section 4.7 of the Agreement is hereby amended by removing the following provisions from Amendment No. 3:
 - (e) "Temporary Station No. 74 shall be located in this general vicinity within 120 days of signing of this Amendment."
- C. By the execution hereof, the parties to this Amendment acknowledge that this Amendment has been duly approved by the respective governing bodies and authorized for execution by the respective officers or representatives of the parties.
- D. This Amendment does not affect Amendment No. 3 except as provided above and all other requirements in that section remain in full force and effect.

ATTEST:

BY: Mark A. Dethlefsen
Secretary

FONTANA REDEVELOPMENT AGENCY

BY: Gay C. Bogle
Chairman

DATED: 5-15-90

ATTEST:

BY: Mark A. Dethlefsen
City Clerk

CITY OF FONTANA, CALIFORNIA

BY: Nathan A. Simon
Mayor

DATED: 5/15/90

APPROVED AS TO FORM:

BY: Stephen P. Dertsch
City Attorney

DATED: May 14, 1990

COUNTY OF SAN BERNARDINO

BY: Barbara Anne Lysien
Chairman
Board of Supervisors

DATED: JUN 04 1990

APPROVED AS TO FORM:

ALAN K. MARKS
County Counsel,
San Bernardino County

BY: L. Thomas Krahelski
Deputy County Counsel

DATED: 4/17/90

CENTRAL VALLEY FIRE
PROTECTION DISTRICT

BY: Barbara Anne Lysien
Chairman,
Board of Supervisors,
as the governing body
of Central Valley Fire
Protection District

DATED: JUN 04 1990

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR-
MAN OF THE BOARD.

EARENE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino

By Deputy

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

Agree. 85-371-A-4
Central Valley FPD
Inc. Cities: Fontana & RDA
Library-Gen.
FCD-Gen.

June 4, 1990

FROM: **VERNON G. KNOUREK**, Assistant Administrative Officer
for Special Districts

SUBJECT: **TAX ALLOCATION AGREEMENT FOR NORTH FONTANA PROJECT
AREA**

RECOMMENDATION: Approve, on behalf of Central Valley Fire Protection District and the County of San Bernardino, Amendment No. 4 to Tax Allocation Agreement No. 85-371 with the City of Fontana and the Fontana Redevelopment Agency.

BACKGROUND: Agreement No. 85-371 was entered into between the City of Fontana, Fontana Redevelopment Agency, County of San Bernardino, and Central Valley Fire Protection District to establish tax allocation provisions to meet the cost of fire protection services in the North Fontana Project Area.

The Amendment No. 4 deletes the requirement that the City of Fontana and the Fontana Redevelopment Agency provide facilities for a temporary Fire Station No. 74. The requirement to construct a permanent Fire Station No. 74 remains as a provision of the amended Agreement.

This amendment has been approved by the Fontana City Council and the Fontana Redevelopment Agency.

REVIEW: This action has been reviewed by County Counsel (L. Thomas Krahelski/Paul St. John) and coordinated with the Second Supervisorial District (Judith Gilbert).

AGREEMENT NO. 85-371-A-4

cc: Spec. Dists.-Duckworth w/
agree.
City of Fontana & Fontana
RDA w/agree. c/o SDD
Auditor w/agree.
Purchasing-Cont. Compl.
CAO-Giblin
Library-Anderson
Flood Control-Miller
File w/agree.

dm

Action of the Board of Supervisors

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION Second: Aye Aye Absent Motion
1 2 3 4

EARLENE SPERAT, CLERK OF THE BOARD

BY

DATED: JUN 8/4 1990

ITEM 96

ORIGINAL

Agr 85-371-A5
Central Valley FPD
Inc Cities: Fontana
& RDA
Library-Gen
FCD-Gen

**MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA**

March 1, 1993

**FROM: VERNON G. KNOUREK, Assistant Administrative Officer
for Special Districts**

**SUBJECT: TAX ALLOCATION AGREEMENT FOR NORTH FONTANA PROJECT
AREA--AMENDMENT NO. 5 TO AGREEMENT NO. 85-371**

RECOMMENDATION: Acting as the governing body of the Central Valley Fire Protection District and the County of San Bernardino, approve Amendment No. 5 to Tax Allocation Agreement No. 85-371 with the City of Fontana and the Fontana Redevelopment Agency.

BACKGROUND: Agreement No. 85-371 was entered into between the City of Fontana, Fontana Redevelopment Agency, County of San Bernardino, and the Central Valley Fire Protection District to establish tax allocation provisions to meet the cost of fire protection services in the North Fontana Project Area.

This amendment has been approved by the Fontana City Council and the Fontana Redevelopment Agency.

FINANCIAL DATA: Amendment No. 5 removes the Southwest Industrial Park Redevelopment Project from terms of the four-party agreement, and restores funds to Central Valley Fire Protection District which previously were allocated to the Fontana Redevelopment Agency.

REVIEW: This action has been reviewed by County Counsel (L. Thomas Krahelski/Paul St. John) and coordinated with the Second Supervisorial District.

cc: Special Dists-Duckworth
w/agree
City of Fontana & Fontana
RDA w/agree c/o SDD
Auditor w/agree
Affirmative Action
CAO-Giblin
Library-Anderson
Flood Control-Miller
ch File w/agree

Action of the Board of Supervisors

**APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	MOTION	AYE	SECOND	AYE	ABSENT
1	2	3	4	5	

EARLENE SPROAT, CLERK OF THE BOARD

BY Coby Hankle

DATED: MARCH 1, 1993

RDA PARTIES

Contractor

1. City of Fontana ("City")
Gary Boyles
8353 Sierra Avenue
Fontana, CA 92335
Telephone: (909) 350-7603
2. Fontana Redevelopment Agency ("Agency or RDA")
Jay M. Corey
8353 Sierra Avenue
Fontana, CA 92335
Telephone: (909) 350-7684
3. County Free Library System ("System")
Barbara Anderson
104 West Fourth Street
San Bernardino, CA 92415-0035
Telephone: (909) 387-5721
4. County Flood Control District
Ken Miller
825 East Third Street
San Bernardino, CA 92415-0835
Telephone: (909) 387-2623
5. County of San Bernardino ("County")
John Giblin
385 North Arrowhead Avenue
San Bernardino, CA 92415-0120
Telephone: (909) 387-5408
6. Central Valley Fire Protection District ("Fire Protection District")
James W. Altman
15380 San Bernardino Avenue
P. O. Box 1040
Fontana, CA 92335
Telephone: (909) 829-4441

**AMENDMENT NO. 5 TO THE AGREEMENT BY AND AMONG
THE CITY OF FONTANA, CALIFORNIA,
THE FONTANA REDEVELOPMENT AGENCY,
THE COUNTY OF SAN BERNARDINO
AND
THE CENTRAL VALLEY FIRE PROTECTION DISTRICT
FOR THE
SOUTHWEST INDUSTRIAL PARK REDEVELOPMENT PROJECT, AS AMENDED,
DOWNTOWN REDEVELOPMENT PROJECT, AS AMENDED,
JURUPA HILLS REDEVELOPMENT PROJECT, AS AMENDED,
AND THE
NORTH FONTANA REDEVELOPMENT PROJECT**

This Amendment No. 5 ("Amendment No. 5") to that certain Agreement dated June 17, 1985, by and among the City of Fontana, California (the "City"), the Fontana Redevelopment Agency (the "Agency"), the County of San Bernardino (the "County"), the County Free Library System ("the System"), the San Bernardino County Flood Control District, and the Central Valley Fire Protection District (the "Fire Protection District"), as subsequently amended by Amendment No. 1 dated August 4, 1986, Amendment No. 2 dated March 30, 1987, Amendment No. 3 dated August 22, 1989, and Amendment No. 4 approved on or about June 4, 1990 (hereinafter known as the "Agreement"), is entered into this 15th day of March, 1993, by and among the City, the Agency, the County, the System, the San Bernardino County Flood Control District, and the Fire Protection District.

RECITALS

WHEREAS, the City, the Agency, the County, and the Fire Protection District have entered into the Agreement for purposes of allocating among the City, the Agency, and the Fire Protection District, among other matters, the obligation to cause construction of certain fire facilities and to provide funding for operation and maintenance thereof; and

WHEREAS, in consideration for a covenant by the City and the Agency to undertake certain funding obligations with respect to the construction, operation and maintenance of

certain fire facilities, the Fire Protection District agreed that there would be allocated to the Agency, pursuant to California Health and Safety Code Section 33670 (b), tax increment revenue which would otherwise be allocated to the Fire Protection District absent the adoption of the Southwest Redevelopment Plan (as defined in the Agreement at Section 2.15, but hereinafter defined and known as the Southwest Industrial Park Redevelopment Plan), the Downtown Redevelopment Plan, the Jurupa Hills Redevelopment Plan and the North Fontana Redevelopment Plan, all as defined in the Agreement; and

WHEREAS, on July 7, 1992, the City approved and adopted Ordinance No. 1056, pursuant to which the City approved and adopted Amendment No. 5 to the Southwest Industrial Park Redevelopment Plan ("SWIP Amendment No. 5"), and SWIP Amendment No. 5 provides in pertinent part as follows:

"Notwithstanding any term or provision in this Redevelopment Plan to the contrary, commencing with the effective date of Amendment No. 5 to this Redevelopment Plan, the Central Valley Fire Protection District shall receive all taxes which would be produced by the rate upon which the tax is levied each year for the Central Valley Fire Protection District without allocation of all or any portion of such Central Valley Fire Protection District taxes to the Agency pursuant to Section 33670 (b) of the Redevelopment Law or paragraph (2) above."; and

WHEREAS, the City, the Agency, the County and the Fire Protection District intend, understand and agree that pursuant to SWIP Amendment No. 5 and upon the effective date of SWIP Amendment No. 5, the Fire Protection District is allocated with respect to the area subject to the Southwest Industrial Park Redevelopment Plan, as amended, all funds which are produced by the rate upon which the tax is levied each year for the Fire Protection District and which otherwise would instead be allocated to the Agency pursuant to California Health and Safety Code Section 33670 (b) (the "District Tax Allocation"); and

WHEREAS, for purposes of SWIP Amendment No. 5 and all other project areas subject to the Southwest Industrial Park Redevelopment Plan ("SWIP"), it is understood that

the Fire Protection District shall receive all of its ad valorem property taxes as if SWIP did not exist; and

WHEREAS, the City, the Agency, the County and the Fire Protection District understand and agree that the County Auditor-Controller has heretofore mistakenly paid to the Agency a portion of the District Tax Allocation for fiscal year 1992-93 ("1992-93 District Tax Allocation") which instead should have been paid to the Fire Protection District, and that the County Auditor-Controller may hereafter similarly mistakenly pay to the Agency the remainder of the 1992-93 District Tax Allocation, due to the inability of the County Auditor-Controller to have administratively provided for the mechanics of payment of the 1992-93 District Tax Allocation directly to the Fire Protection District prior to or shortly after the commencement of the 1992-93 fiscal year; and

WHEREAS, the City, the Agency, the County and the Fire Protection District intend, understand and agree that in order to comply with the above-described provisions of SWIP Amendment No. 5, the Agency shall for fiscal year 1992-93 repay to the County Auditor-Controller, as provided in this Amendment No. 5, the sum of the 1992-93 District Tax Allocation mistakenly paid to the Agency, which the parties agree to be the sum of Seven Hundred Twenty-Nine Thousand, Eight Hundred Dollars (\$729,800) and the County Auditor-Controller shall then promptly pay such funds to the Fire Protection District in accordance with SWIP Amendment No. 5 and as provided in this Amendment No. 5; and

WHEREAS, in recognition of the allocation to the Fire Protection District of the Fire Protection District's Tax Allocation, the parties desire and intend to amend the Agreement to provide, among other matters, that the City and the Agency shall no longer have any obligation to provide funds for the operation and maintenance of Fire Station No. 77; and

WHEREAS, the City, the Agency, and the Fire Protection District recognize that, among other matters, Section 4.9 of the Agreement provides that a permanent fire station shall be constructed for North Fontana when the designated number of fire protection points, as defined in Exhibit A to the Agreement, is exceeded. However, said parties now acknowledge that it is no longer in the best interests of the parties to delay construction of

a permanent fire station in North Fontana until the designated number of points has been met or exceeded. Therefore, the parties desire and intend to amend the Agreement to provide for the acquisition of a site and construction of a permanent fire station in North Fontana, known as Fire Station No. 78; and

WHEREAS, the parties further desire and intend to amend the Agreement with respect to certain other issues.

AGREEMENT

NOW, THEREFORE, the City, the Agency, the County and the Fire Protection District agree as follows:

Section 1. Recitals. The parties hereby agree that the Recitals set forth hereinabove are true and correct and are incorporated herein by reference. The parties further covenant not to challenge the truth or accuracy of any one or more of the Recitals in any proceeding in a court or in any other forum.

Section 2. Fire Station No. 77. The City, the Agency and the Fire Protection District agree that the City and the Agency shall hereafter have no obligation to provide funds for the operation and maintenance of Fire Station No. 77, and that the Fire Protection District solely shall be responsible for providing funds or obtaining funds for such operation and maintenance.

Section 3. Fire Station No. 78. The City, the Agency, and the Fire Protection District agree that the Agency shall acquire a site for Fire Station No. 78, shall commence construction of Fire Station No. 78 within two years and shall complete construction of Fire Station No. 78 within three years beginning on the latter of the following two dates: (a) the effective date of Amendment No. 5, and (b) the effective date of a certain pass-through agreement to be entered into between the Central Valley Fire Protection District and the Agency relating to the pass-through of tax increment from territory under the jurisdiction of the Fire Protection District within the boundaries of the Sierra Corridor Commercial Redevelopment Plan in the City of Fontana.

The City, the Agency and the Fire Protection District recognize that Section 4.9 of the Agreement provides that, when the fire protection availability capacity of the initial fire protection facility exceeds the number of Fire Protection Points as designated in the Fire Protection Point System, incorporated into the Agreement as Exhibit A, a second permanent fire protection facility shall be acquired, constructed and furnished by the City. Said parties acknowledge that the specified number of Fire Protection Points, 60,000, as defined in Exhibit A to the Agreement, has not been met or exceeded at this time. However, the parties also agree that it in the best interests of the parties not to delay construction of a permanent fire station in North Fontana until that specified number of points is met or exceeded. Therefore, said parties agree that the terms and provisions of this Amendment No. 5, and the obligations of the Agency under this Section 3, supersede and satisfy any and all obligations of the City and the Agency to build or pay for Fire Station No. 78 pursuant to the Agreement as it existed prior to the execution of this Amendment No. 5.

Section 4. Budgetary Transition. The Agency will pay to the Fire Protection District the sum of \$490,000 within twenty-one days following the effective date of this Amendment No. 5. The Fire Protection District shall use such money to satisfy all claims relating to the transition from the Agreement prior to this Amendment No. 5 to the Agreement as amended by this Amendment No. 5.

Section 5. Repayment of District Tax Allocation.

(a) The Agency shall repay to the County Auditor-Controller, within twenty-one days following the effective date of this Amendment No. 5, the sum of Three Hundred Sixty-Four Thousand, Nine Hundred Dollars (\$364,900), which is one-half of the 1992-93 District Tax Allocation of Seven Hundred Twenty-Nine Thousand, Eight Hundred Dollars (\$729,800) which the parties have agreed upon. On or before June 30, 1993, the Agency shall repay to the County Auditor-Controller the additional sum of Three Hundred Sixty-Four Thousand, Nine Hundred Dollars (\$364,900), which is the remaining one-half of the 1992-93 District Tax Allocation which the parties have agreed upon. Following the receipt of each such repayment from the Agency, the County Auditor-Controller shall promptly pay such amount to the Fire Protection District. The parties understand and agree that the County Auditor-Controller is not obligated hereunder to make any audit or new determination concerning

the amount agreed upon by the City, the Agency and the Fire Protection District for the 1992-93 District Tax Allocation. Said parties further agree not to contest this agreed upon amount or to cause any such audit and new determination to be made unless required by other persons or entities beyond the control of said parties. If an audit and new determination are required resulting from the actions of other persons or entities beyond the control of said parties, the parties understand and agree that the County Auditor-Controller may subsequently determine that the 1992-93 District Tax Allocation is actually more or less than the sum of Seven Hundred Twenty-Nine Thousand, Eight Hundred Dollars (\$729,800). In the event that the County Auditor-Controller makes any such determination, the Agency shall promptly repay to the County Auditor-Controller any additional funds constituting the actual 1992-93 District Tax Allocation over and above the sum of Seven Hundred Twenty-Nine Thousand, Eight Hundred Dollars. If the County Auditor-Controller ultimately determines that the actual 1992-93 District Tax Allocation is less than Seven Hundred Twenty-Nine Thousand, Eight Hundred Dollars, then the District shall promptly repay the amount of the difference to the County Auditor-Controller, who shall thereafter promptly allocate and pay such funds to the Agency pursuant to Health and Safety Code Section 33670 (b).

(b) The City, the Agency, the County and the Fire Protection District understand and agree that due to the mistaken payments by the County Auditor-Controller to the Agency of the 1992-93 District Tax Allocation contrary to the provisions of SWIP Amendment No. 5, there is no requirement that any portion of the District Tax Allocation be set aside pursuant to Health and Safety Code Section 33334.2, et seq. The Fire Protection District agrees to indemnify, defend and hold harmless the City, the Agency, and the County, as well as their officers, employees and agents, from and against all claims and liability pertaining to any failure to set aside or deduct from repayments made by the Agency to the County Auditor-Controller of the 1992-93 District Tax Allocation, any sums of money pursuant to Health and Safety Code Section 33334.2, et seq., or any other law.

Section 6. Approval of SWIP Amendment No. 5. The Fire Protection District hereby waives any and all causes of action, cases, claims, rights and remedies relating to the validity of Ordinance No. 1056, pursuant to which the City has adopted SWIP Amendment No. 5, as

well as the validity of the Southwest Industrial Park Redevelopment Plan and any and all environmental documents and other documents and reports prepared or certified with reference to the adoption of Ordinance No. 1056, the Southwest Industrial Park Redevelopment Plan and related matters. The Fire Protection District further agrees not to file or participate voluntarily in any litigation, or to encourage other persons or entities to do so, which directly or indirectly tests or challenges the validity of Ordinance No. 1056, the Southwest Industrial Park Redevelopment Plan, environmental documents and other documents and reports prepared or certified with reference to the adoption of Ordinance No. 1056 or the Southwest Industrial Park Redevelopment Plan.

Section 7. Approval of Sierra Corridor Commercial Redevelopment Plan. The Fire Protection District hereby waives any and all causes of action, cases, claims, rights and remedies relating to the validity of the Sierra Corridor Commercial Redevelopment Plan, the adoption of Ordinance No. 1055, and any and all environmental documents and other documents and reports prepared or certified with reference to the adoption of Ordinance No. 1055 and the Sierra Corridor Commercial Redevelopment Plan. The Fire Protection District further agrees not to file or participate voluntarily in any litigation, or encourage other persons or entities to do so, to directly or indirectly challenge the validity of Ordinance No. 1055, the Sierra Corridor Commercial Redevelopment Plan, the environmental documents and other documents and reports prepared or certified with reference to the adoption of Ordinance No. 1055 or the Sierra Corridor Commercial Redevelopment Plan.

Section 8. Strategic Plan for Fire Services. The parties hereby agree that the City, the Agency, and the Fire Protection District shall jointly undertake within one hundred eighty (180) days of the date of this Amendment an analysis of fire protection needs within the City of Fontana which, among other matters, shall include an analysis of existing and anticipated development within the City of Fontana, the estimated time for completion of future development within the City of Fontana, the need for additional fire protection facilities in the City of Fontana, the costs of completing construction of such additional fire protection facilities and of operating and maintaining them, and the likely source of funding for construction, operation and maintenance of existing and future fire protection facilities in the City of Fontana. The City, the Agency and the Fire Protection District shall in good faith

use their best efforts to develop within one hundred eighty (180) days of the date of this Amendment a joint strategic plan for the delivery of fire protection services within the City of Fontana in anticipation of possible consolidation of the Fire Protection District and the City for purposes of providing fire protection and related services in the City of Fontana.

Section 9. Effect of the Amendment. The parties understand and agree that notwithstanding any provision to the contrary in Section 5.1 of the Agreement, the City and the Agency shall not have any obligation to obtain the prior written approval of the Fire Protection District for any proposed or adopted amendment of the Southwest Industrial Park Redevelopment Plan. The parties further understand and agree that separate and apart from covenants and obligations between the City and/or the Agency, on the one hand, and the Fire Protection District, on the other hand, concerning the Southwest Industrial Park Redevelopment Plan, those terms and provisions of the Agreement which set forth covenants and obligations between the City and/or the Agency, on the one hand, and the County, on the other hand, shall remain in full force and effect. The parties understand and agree that the terms and provisions and all matters set forth in this Amendment supersede any and all terms and provisions of the Agreement pertaining to the subject matter of this Amendment. In the event of any apparent conflict between the terms and provisions of this Amendment and those of the Agreement, the terms and provisions of this Amendment shall prevail.

Section 10. Notwithstanding anything else herein, the City, the Agency, the County, the System, and the San Bernardino County Flood Control District, have not entered into a tax increment allocation agreement for the Southwest Industrial Project Area Amendment No. 5. Said parties intend to enter into such an agreement, have commenced negotiations to do so, and hereby declare that they retain the right to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above, which shall be deemed to be the effective date of this Amendment No. 5, and hereby acknowledge and affirm that this Amendment has been duly approved and executed by the governing bodies duly authorized to approve and execute this Amendment by the respective parties.

ATTEST:

FONTANA REDEVELOPMENT AGENCY

BY: Linda S. Nunn

Deputy Secretary

BY: [Signature]

Vice Chairman

DATED: 2-21-93

ATTEST:

CITY OF FONTANA

BY: Linda S. Nunn

Deputy City Clerk

BY: Gary C. Boyle

Mayor

DATED: 2-17-93

APPROVED AS TO FORM:

BY: Stephen D. Mirtel

City Attorney

DATED: 2-4-93

COUNTY OF SAN BERNARDINO

BY: Jon D. Mikela

Chairman, Board of Supervisors

DATED: MAR 1 1993

APPROVED AS TO FORM:

ALAN K. MARKS

County Counsel,

San Bernardino County

BY: Paul H. John

Deputy County Counsel

DATED: 2-4-93

CENTRAL VALLEY FIRE
PROTECTION DISTRICT

BY: Jon D. Mikela

Chairman, Board of Supervisors
as the governing body of Central
Valley Fire Protection District

DATED: MAR 1 1993

1/wp51/contracts/craig.d/newrda.cd

2/4/93

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR-
MAN OF THE BOARD:

EARLENE SPIDAT
Clerk of the Board of Supervisors
of the County of San Bernardino

By: [Signature]

Deputy

SIERRA CORRIDOR COMMERCIAL REDEVELOPMENT PLAN

TAX-SHARING AGREEMENT

(CENTRAL VALLEY FIRE PROTECTION DISTRICT)

THIS AGREEMENT (the "Agreement") is entered into this 23rd day of November, 1993, by and between the Fontana Redevelopment Agency (the "Agency") and the Central Valley Fire Protection District (the "District").

RECITALS

A. As part of its effort to encourage development within the City of Fontana (the "City"), has adopted by Ordinance No. 1055 (the "Ordinance"), adopted on June 16, 1992, the Sierra Corridor Commercial Redevelopment Plan (the "Plan"), which, among other matters, creates a new Redevelopment Project Area (the "Project Area"), lying within the service area of the District. The Project Area is shown on the map attached hereto as Exhibit "A".

B. Pursuant to the Community Redevelopment Law of the State of California as set out in Health and Safety Code Section 33000, et seq. (all statutory references are to the California Health and Safety Code unless otherwise stated), the Agency is charged with the responsibility of carrying out the Plan.

C. Pursuant to Article XVI, Section 16 of the California Constitution and the Community Redevelopment Law, Section 33670, et seq., that portion of property taxes levied each year on increases in the assessed value of property within the Project Area above the sum of the assessed values for the Project Area as shown on the 1991-1992 equalized assessment roll, will be allocated and paid to the Agency pursuant to the Redevelopment Plan to pay the principal of and interest on the loans, monies advanced to or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, redevelopment of the Project Area subject to the Plan.

D. Pursuant to the authority of Section 33401 and the provisions of the Plan required by Section 33338.1, the Agency may pay to any taxing agency affected by such diversion of tax increment any amount of money not to exceed the amount of money the taxing agency would have received if all property tax revenues from the Project Area had been allocated to the taxing agency which in the Agency's determination is necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by the adoption of the Plan.

E. The District is a taxing agency within the Project Area and has provided Agency with substantial evidence satisfactory to the Agency that the redevelopment project will cause a financial detriment to the District as defined in Section 33012 and that payments from the Agency are necessary to alleviate the financial detriment.

F. District and Agency agree that existing Fire Station No. 71 currently located within the northern portion of the Project Area and serving portions of the City and of the County of San Bernardino including a portion of the Project Area is too small to provide for the necessary staffing and is obsolete.

G. Section 518 of the Plan as adopted authorizes the Agency to install and construct or to cause to be installed and constructed the public improvements and public utilities (within and outside the Project Area) necessary to carry out the purposes of the Plan. Exhibit "C" to the Plan lists the replacement of inadequate Fire Station No. 71 as a proposed public improvement which may be funded by the Project Area.

H. The Agency desires and intends to cause the City Council of the City of Fontana in, after compliance with all legally required notices and other procedural requirements, to hold a public hearing regarding the proposed Agency commitment to provide financial assistance to the development and construction of a fire station to replace existing Fire Station No. 71, including the possible expenditure of property tax increments and to allow the City Council to find and determine, based upon the evidence provided to Agency by the District and others, (i) the development and construction of a fire station to replace existing Fire Station No. 71 will be of benefit to the Project Area; and, (ii) there is no other reasonable means of financing the replacement fire station.

I. The Agency has determined that reimbursement to the District of specified portions of the diverted Tax Increment which would have been allocated to the District absent the adoption of the Plan as provided herein and provision of Agency assistance to replace existing Fire Station No. 71 (which is specifically authorized by the Plan) is necessary to alleviate the financial burden or detriment caused to the District by adoption of the Plan.

J. In consideration of the obligations of the Agency under this Agreement, the District hereby agrees to waive any and all claims, demands, rights, remedies and disputes with the Agency and City arising from or related to the adoption of the Plan (together with any environmental document or other documents or reports prepared or certified with reference thereto) by making and executing this Agreement.

K. By making and executing this Agreement, District further agrees that the allocation to District of the specified portion of District's Net Tax Increment Share as provided by this Agreement and fulfillment of additional Agency obligations pursuant to this Agreement will mitigate any and all financial burden or detriment caused to the District by the adoption of the Plan.

NOW, THEREFORE, the Agency and the District agree as follows:

SECTION 1. The words and terms in this Agreement, unless a different meaning clearly appears from the context, shall have the meaning set forth as follows:

(a) "Agency" shall mean the Fontana Redevelopment Agency.

(b) "City" shall mean the City of Fontana.

(c) "Community Redevelopment Law" shall mean Part 1 of Division 24 of the Health and Safety Code (commencing with Section 33000). Additionally, all statutory references are to the California Health and Safety Code unless otherwise indicated.

(d) "District" shall mean the Central Valley Fire Protection District, a special district under the laws of California.

(e) "District's Net Tax Increment Share" shall mean Net Tax Increment multiplied by District's Sharing Percentage.

(f) "District's Sharing Percentage" shall mean that percentage of the Tax Increments derived from the Project Area which would be allocated to the District absent the adoption of the Plan.

(g) "Fire Station No. 71" means the existing fire station located at 16980 Arrow Highway within the City and serving portions of the City and the County including the northern portion of the Project Area.

(h) "Fiscal Year" shall mean the period from July 1 to and including the following June 30.

(i) "Net Tax Increment" shall mean the amount of remaining Tax Increment after deduction of those amounts required by Community Redevelopment Law to be set aside by the Agency for low and moderate income housing and deduction of those amounts, if any, either withheld or required to be set aside

or paid to another entity by State law or any other enactment as referenced in Section 8 below.

(j) "Ordinance" shall mean Ordinance No. 1055 adopted by the City Council of the City on June 16, 1992, adopting the Plan.

(k) "Plan" shall mean the Redevelopment Plan entitled "Sierra Corridor Commercial Redevelopment Plan" as prepared by the Agency and adopted by the Ordinance.

(l) "Project Area" shall mean all or part of that area included within the boundaries established by the Plan as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

(m) "Tax Increment" shall mean those ad valorem property taxes generated by increases in the valuation of real property within the Project Area in excess of the Assessed Valuation for the 1991-1992 Fiscal Year, which taxes are allocated to and received by the Agency pursuant to Section 33670(b) from and after the effective date of the Ordinance.

SECTION 2. Subject to the limitations set forth below, the Agency agrees to pass through to the District forty percent (40%) of the District's Net Tax Increment Share for each Fiscal Year after the effective date of the Plan and until the Agency's legal right to claim and receive Tax Increment terminates.

SECTION 3. The parties to this Agreement recognize that Sections 33334.2, et seq., currently require that the Agency set aside twenty percent (20%) of the Tax Increment for low and moderate income housing (the "Housing Set Aside") and that the Community Redevelopment Law may be amended from time to time concerning this requirement. As contemplated in Sections 1(e) and (i) above, the parties agree that the Agency will first calculate and subtract from the Tax Increment and deposit in the Agency's low and moderate income housing fund, the amount required to be set aside for purposes of low and moderate income housing pursuant to the Community Redevelopment Law, as it may be amended from time to time. As contemplated by Section 1(i), in the event that the Community Redevelopment Law is hereafter amended to require the Agency to set aside a greater or lesser amount of Tax Increment for purposes of low and moderate income housing, the parties agree that while the method of calculation of Net Tax Increment shall remain as set forth in Section 1(i), the amount of Net Tax Increment shall be adjusted upward or downward from the amount that would have been derived using the 20% figure mentioned above.

SECTION 4. Notwithstanding any other provision of this Agreement, in no event shall payments be made to the District by the Agency under the terms of this Agreement which would:

(a) Violate the District's expenditure limitation under Article XIII B of the California Constitution; or

(b) Be contrary to the provisions of Section 33401 of the Community Redevelopment Law or violate any other provisions of the Community Redevelopment Law or the laws of the State of California. If this Agreement is held invalid, in whole or in part, for any reason, the parties agree that each shall take the

necessary steps, including formal action and execution of documents, to carry out the purposes of this Agreement.

SECTION 5. Within sixty (60) days of Agency's receipt of Tax Increments from the County Tax Collector and/or the County Auditor/Controller/Recorder, the Agency shall pay directly to the District such sums due to the District under the terms of this Agreement.

SECTION 6. Agency and District agree to discuss and mutually agree upon a schedule for the construction of a replacement for Fire Station No. 71 upon a site which is mutually agreed to by Agency and District. It is the intent of the parties that the schedule shall be based upon the financial capacity of the Agency, as determine solely by the Agency, to contribute an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) toward the cost of land and capital improvements for the construction of a replacement for Fire Station No. 71 as provided for in the Plan. Subject to the reasonable financial capacity of the Agency, as determine solely by the Agency, it is the goal of the parties that the construction of the replacement for Fire Station No. 71 should be complete no later than seven (7) years from the date of this Agreement. The parties agree that this Agreement is not intended and shall not be interpreted to provide that the replacement for Fire Station No. 71 shall be owned by the District. The parties understand and agree that any and all payments to be made by the Agency for the acquisition of property for, and construction of Fire Station No. 71, are subject to the condition precedent that the City Council shall have conducted all public hearings, and shall have made all findings, with respect thereto as required by law, including without limitation Health & Safety

Code Section 33445 and 33679. The District hereby subordinates its right to receive funds pursuant to this Agreement to any and all financing which may have been or hereafter be undertaken by the Agency concerning the Project Area.

Agency shall use its sole discretion in determining the source of funds to be contributed by Agency including but not limited to tax increments, or, with the agreement of the City, funds generated by the City Fire Fee within the area to be served by Fire Station No. 71. Nothing in this Section 6, Section 7, or this Agreement shall be interpreted to limit the Agency's right to issue bonds or to otherwise obligate tax increments other than the portion of District's Net Tax Increment Share derived from the Project Area and to be paid to District for other projects within or benefitting the Project Area prior to the Agency's payment of its contribution to the completion of Fire Station No. 71.

SECTION 7. Subject to the provisions of Section 6 above, this Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Plan and a pledging of Tax Increments under the Plan to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Section 33670, et seq. of the Community Redevelopment Law and subject to the Agency's right to issue bonds and incur other debt as provided in Section 6, Agency's obligation to pay to District 40% of District's Net Tax Increment Share shall have priority of payment over all other indebtedness except indebtedness incurred prior to the date of this Agreement.

SECTION 8. Notwithstanding any other provision of this Agreement to the contrary, in the event that, due to any law, regulation, judicial decision or

other enactment or finding of similar force or effect, there arises either a reduction of the Tax Increment received by the Agency or the imposition of an obligation upon the Agency which in the Agency's reasonable discretion requires withholding or paying to any government entity or agency or other entity any portion of the Tax Increment received, or which would have otherwise been received by the Agency, such amount shall be deducted from Tax Increment in order to determine Net Tax Increment. By way of example only, if the Agency in its reasonable discretion determines that it must pay ten percent (10%) of the Tax Increment from a given Fiscal Year to another entity, said ten percent (10%) shall be deducted from Tax Increment to determine Net Tax Increment. By way of example only, the determination of the amount to be paid to the District shall be calculated as follows:

	TAX INCREMENT RECEIVED BY AGENCY
-	20% housing set-aside
-	<u>10% state mandated payment</u>
=	NET TAX INCREMENT
X	<u>District's sharing percentage</u>
=	100% of District's Net Tax Increment Share
X	<u>Forty percent (40%)</u>
=	PAYMENT TO DISTRICT

SECTION 9. The parties intend that this Agreement shall be in lieu of any payment of monies pursuant to Section 33676(a)(2) of the Community Redevelopment Law.

SECTION 10. The Agency and the District shall cooperate in annually documenting the following:

(a) The total amount of the District's Net Tax Increment Share.

(b) The amount of the District's Net Tax Increment Share to be passed through to the District based upon the distribution established by this Agreement.

SECTION 11. The effective date of this Agreement shall be the date of execution of this Agreement by all parties hereto and unless previously terminated by mutual written agreement of all parties, all rights and obligations under this Agreement shall end when the Agency's legal right to claim and receive Tax Increment from the Project Area ends; or if the Agency or City, as a condition precedent to any duties or obligations to be performed herein takes any action pursuant to California law which results in terminating the Plan, the parties shall have no further duties or obligations hereunder.

SECTION 12. Nothing in this Agreement shall relieve the Agency of the obligation to file a Statement of Indebtedness pursuant to Section 33675.

SECTION 13. Upon execution of this Agreement, the District waives any and all causes of action, cases, claims, rights and remedies relating to the validity of the Ordinance, the Plan or any environmental document or other documents and reports prepared or certified with reference to the adoption of the Ordinance, or the Plan. The District further agrees not to file or participate voluntarily in any litigation, or encourage other persons or entities to do so, to directly or indirectly test or challenge the validity of the Ordinance, the Plan or the environmental documents or other documents and reports prepared or certified with reference to the adoption of the Ordinance, or the Plan.

In the event and to the extent that any other public or private person or entity files litigation challenging the adoption of the Ordinance, the Plan, or the environmental documents or other documents or reports prepared or certified thereto, with reference to payments otherwise required to be made by the Agency to the District under this Agreement shall accrue and be paid to the District when and if legally available for payment to the District at the conclusion of litigation upholding the validity of the Ordinance, the Plan and environmental documents and other documents and reports relating thereto, as applicable. The County Auditor/Controller/Recorder, shall impound or hold the escrow funds required to be paid to the District pursuant to this Agreement until the conclusion of such litigation. In such circumstances, the Agency shall not be liable for and the District shall make no claim for interest on the withheld funds; however, the District shall be entitled to that interest which may accumulate due to the impoundment or escrow of such funds if such impoundment or escrow holding is in an interest-bearing account.

SECTION 14. The City shall have no financial obligation or liability to the District or to the Agency pursuant to this Agreement. The Agency shall have no financial obligation or liability pursuant to this Agreement except for payments to District of the specified portion of the District's Net Tax Increment Share and the contribution toward the construction of a replacement for Fire Station No. 71 as defined herein.

SECTION 15. Any administrative expenses incurred in connection with the implementation of this Agreement shall be deducted from that portion of District's Net Tax Increment Share to be paid to District, provided that in no

event shall such deduction in administrative expenses exceed one-quarter of one percent (.25%) of District's Net Tax Increment Share.

SECTION 16. Each party shall make available its books and records regarding the amount, receipt, and payment of Tax Increment to the other party within thirty (30) days of receiving written notification to review or audit said records.

SECTION 17. This Agreement may only be modified or amended in writing signed by all parties or their successors-in-interest.

SECTION 18. By execution hereof, the Parties to this Agreement hereby acknowledge that this Agreement has been duly approved by the respective governing bodies and that this Agreement has been authorized for execution by the respective officers or representatives of the Parties on behalf of each Party hereto.

14

EXHIBIT A
PROJECT AREA MAP
[to be added]

Don Wore

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agree. 01-785

JULY 17, 2001

FROM: PETER R. HILLS, Fire Chief/Fire Warden
San Bernardino County Consolidated Fire District



SUBJECT: AGREEMENT BETWEEN COUNTY SERVICE AREA 70 (CONSOLIDATED FIRE)
CENTRAL VALLEY FIRE PROTECTION DISTRICT AND THE CITY OF
FONTANA FOR FIRE PARAMEDIC SERVICES

RECOMMENDATION: Acting as the governing body of County Service Area 70 (Consolidated Fire), Central Valley Fire Protection District (District), approve Agreement No. 01-785 with the City of Fontana whereby the District provides paramedics for advanced life support first responder services ("ALS") within the City of Fontana and unincorporated areas within District, effective August 1, 2001, until otherwise amended or terminated in writing by either party, in the amount of \$544,379 (District share) in Fiscal Year 2001/02.

BACKGROUND INFORMATION: The District has historically provided fire and emergency non-paramedic basic life support services ("BLS") to the City of Fontana. For some time, the City has been interested in upgrading their emergency service response from BLS to ALS. The increase in service to ALS paramedic-levels, is essentially moving from advanced first aid to paramedics working under a physicians direction to deliver necessary life saving drugs and utilizing specialized medical equipment. Increased operational costs are a direct result of the enhanced staffing levels, paramedic differential pay, training costs for paramedics, and the specialized medical equipment and drugs required.

The City of Fontana and the District have met and agreed to enter into this agreement and establish a funding allocation formula between the City and District to pay for the costs of providing ALS First Responder Services within the City and District. This enhanced paramedic service will bring the City and District up to similar levels of service received in neighboring entities. The program has been reviewed by and received approval from the Inland Counties Emergency Medical Agency (ICEMA), which agency is forwarding an item to the Board on July 24, 2001 authorizing the District to provide this service within the District boundaries.

Under terms of the agreement, paramedic services will be implemented within the District during three (3) phases over the next several years. Phase I is anticipated to commence August 1, 2001 for Stations 71(Central Fontana), 77(Southeast Fontana) and 78 (North Fontana). This phase adds six (6) new Firefighter/Paramedic positions. Phase II shall begin upon the District's reassignment or completion of paramedic training for six existing Firefighter/EMT's, with ALS service then being extended to Station 73 (West Fontana) and Station 76 (Bloomington). This phase is not expected to be implemented until FY 2002/03. Phase III will extend ALS service to all remaining Fontana and surrounding areas and begin when the City and District have each

cc: SBCCFD-Hills w/agree.
Contractor w/agree. c/o SBCCFD
Auditor w/agree.
SBD w/agree.
Risk Mgmt.
Co. Counsel-Blakemore
CAO-Kanold
2nd Supv. District
4th Supv. District
5th Supv. District
ED/PSG-Goss
File

nh

Record of Action of the Board of Supervisors
AGREEMENT NO. 01-785

**APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION

AYE
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AYE
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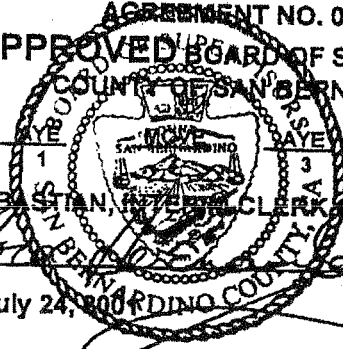
AYE
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SECOND
5

J. RENEE EASTMAN, INTERIM CLERK OF THE BOARD

BY

DATED: July 24, 2001



**AGREEMENT BETWEEN COUNTY SERVICE AREA 70 (COUNTY FIRE) AND
CENTRALVALLEY FIRE PROTECTION DISTRICT AND THE CITY OF FONTANA FOR FIRE
PARAMEDIC SERVICES**

JULY 17, 2001

PAGE 2 of 2

identified and mutually agreed upon a funding formula for providing the service. The details of Phase III implementation, under this contract, will be presented to the Board as a separate agreement for its future consideration.

REVIEW BY OTHERS: This agenda item and contract have been reviewed by County Counsel (Michelle D. Blakemore) on June 25, 2001. This item has also been reviewed by the County Administrative Office (Norm Kanold, Deputy Administrative Officer) and coordinated with the Second, Fourth and Fifth Supervisorial Districts.

FINANCIAL IMPACT: Total costs of the agreement in FY 2001/02 are \$1,088,758, comprised of (1) non-recurring equipment costs associated with Phase I, \$186,780; (2) recurring personnel and operations costs associated with Phase I, \$645,340; and (3) paramedic training costs associated with Phase II, \$256,638. These costs have been included in the Central Valley Fire Protection District's FY 2001/02 budget. The City of Fontana will reimburse the District 50% of these costs, or \$544,379, and this reimbursement is also budgeted.

Implementation of Phase II of the program is expected to begin in FY 2002/03, with sharing ratios for the cost of the entire program (Phase I and Phase II) shifting from 50% County:City to 45%County:55%City for the first year of Phase II, and to 40%County:60% City for the second and succeeding years of Phase II implementation. These costs and related reimbursements will be included in the District's FY 2002/03 and succeeding year budgets.

Phase III implementation, under the contract is not expected to begin until after FY 2002/03 and is subject to both the District and City agreeing on the funding sources required to proceed. Under this agreement, a separate agreement detailing the operation and funding for this phase will be brought to the Board for consideration in the future.

SUPERVISORIAL DISTRICT(S): Second, Fourth and Fifth.

PRESENTER: PETER R. HILLS.

2 DISTRICT USE ONLY



DISTRICT
F A S

STANDARD CONTRACT

E	X	New	Vendor Code		SC	Dept. SPD 106	A	Contract Number 01-785	
M		Change							
X		Cancel							
DISTRICT Central Valley Fire Protection and County of San Bernardino-County Service Area 70					Dept.		Orgn.		Contractor's License No.
DISTRICT Contract Representative					Ph. Ext.		Amount of Contract UNENCUMBERED		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
Commodity Code				Estimated Payment Total by Fiscal Year					
Project Name FIRE PARAMEDIC SERVICE				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the Central Valley Fire Protection District and the County of San Bernardino-County Service Area 70, hereinafter collectively called the District, and

City of Fontana
ATN: MAYOR ESHLEMAN

Hereinafter called CITY

Address
8353 Sierra Avenue
Fontana, CA 92335
Phone
(909) 350-7653
Federal ID No. or Social Security No.

IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRE PARAMEDIC SERVICES CONTRACT
BETWEEN CENTRAL VALLEY FIRE PROTECTION DISTRICT,
COUNTY OF SAN BERNARDINO - COUNTY SERVICE AREA 70
AND
CITY OF FONTANA

WITNESSETH:

WHEREAS, it is the intent of the parties hereto to provide advanced life support first responder services ("ALS First Responder Services") within the City of Fontana and the unincorporated areas within District subject to the terms and conditions contained herein; and,

EREAS, it is the intent of the parties hereto that in exchange for District providing ALS/First Responder Services within the boundaries defined in Exhibit "D" attached hereto and incorporated herein by reference ("Defined Boundaries"), the City shall pay the District for its share of these services as provided herein

NOW, THEREFORE, it is agreed as follows:

1. Intent of Contract

City and District intend to enter into this Contract to allocate between the City and District funding for the provision of ALS First Responder Services within the City and District. The ALS First Responder Services shall be provided in accordance with Health and Safety Code Section 1797.218, California Code of Regulations, Title 22, Section 100168, and other applicable laws.

2. Authority.

2.1 County Authority

The parties understand, acknowledge and agree that pursuant to *County of San Bernardino v. City of San Bernardino* (1997) 15 Cal.4th 909, the County has the exclusive authority, subject to certain statutory exceptions, to determine the providers of ALS Ambulance Transport Services and ALS First Responder Services within its jurisdictional limits, and to determine ambulance zones within such jurisdictional limits.

2.2 City and District Rights

The City and District understand, acknowledge and agree that nothing in this Contract shall be construed in any manner to abrogate or diminish any right, power or grant of authority the City and District may have within its jurisdictional boundaries in accordance with Health and Safety Code Sections 1797.201 or 1797.224.

3. Terms: ALS First Responder Services

3.1. ALS Standards. All ALS First Responder Services shall be performed in accordance with all applicable federal, state, county laws, rules and regulations, including all Medicare requirements, medical requirements, county ALS performance standards (collectively referred to herein as the "Applicable Standards").

3.2. Phase I Services. Subject to the terms and conditions of this Contract and beginning no later than August 1, 2001, District shall provide the following ALS First Responder Services within the Defined Boundaries for the term of this Contract:

3.2.1 Station 71 (Arrow and Sierra). The District will convert this station to paramedic status for the existing engine and squad. No new positions will be created, but it will require upgrading six (6) existing firefighter/EMT positions to firefighter/paramedic positions.

3.2.2 Station 77 (Slover and Tamarind). The District will hire three (3) new firefighter/paramedics as the fourth (4th) person assigned to this station.

3.2.3 Station 78 (Citrus & Baseline). The District will hire three (3) new firefighter/paramedics as the fourth (4th) person assigned to this station.

- 3.3 Phase II Services. The Phase II ALS First Responder Services shall begin once the District reassigns or completes paramedic training of six (6) firefighter/EMT's and assigns them to stations. The parties also understand, acknowledge and agree that the stations selected to participate in Phase II may change depending upon the response time information collected during Phase I. Such changes must be mutually agreeable to the City and District.
- 3.3.1 Station 73 (Arrow and Cherry). The District will upgrade three (3) existing firefighter/EMT positions to firefighter/paramedic positions.
- 3.3.2 Station 76 (Bloomington). The District will upgrade three (3) existing firefighter/EMT positions to firefighter/paramedic positions.
- 3.4 Phase III Services. The Phase III ALS First Responder Services shall begin when the City and District have each identified and mutually agreed upon a funding source. The parties also understand, acknowledge and agree that the stations selected to participate in Phase III may change depending upon the response time information collected during Phase I and Phase II. Such changes must be mutually agreeable to the City and District.
- 3.4.1 Station 72 (San Bernardino). The District will hire three (3) new firefighter/paramedics as the fourth (4th) person assigned to this station.
- 3.4.2 Station 74 (Jurupa). The District will hire three (3) new firefighter/paramedics as the fourth (4th) person assigned to this station.
- 3.4.3 Paramedic Coordinator. The District will create and fill an EMS Paramedic Coordinator position for maintaining certification, conducting QI/QA training, and coordinating with regulatory agencies.
- 3.5 Phase I Funding. In accordance with the cost breakdown attached hereto as Exhibit "A" and incorporated herein by reference, the City shall pay to the District its share of the Phase I funding as follows:
- 3.5.1 New Equipment and Supplies. The City shall pay to the District, within thirty (30) days of the execution of this Contract by all parties, the sum of \$93,390. In the event funds remain after the purchase of the listed equipment and supplies, the District shall refund such money to the City within thirty (30) days of its purchase of the last item.
- 3.5.2 Annual Costs. The City and District shall each pay fifty percent (50%) of the annual personnel, equipment, supplies and capital replacement costs of providing the Phase I ALS First Responder Services ("Phase I Annual Costs"). As indicated in Exhibit "A" attached hereto, the Phase I Annual Costs for the fiscal year 2001-02 shall be \$645,340, which translates to \$322,670 per party (using a 5 year capital replacement period). Beginning the first month in which the Phase I ALS First Responder Services are provided by the District, the City shall pay to the District, the sum of \$26,889 per month within thirty (30) days of the invoice date.
- 3.6 Phase II Funding. In accordance with the cost breakdown attached hereto as Exhibit "B" and incorporated herein by reference, the City shall pay to the District its share of the Phase II funding as follows:
- 3.6.1 New Equipment and Supplies. The City shall pay to the District, within thirty (30) days of Phase II implementation, the sum of \$21,356. In the event funds remain after the purchase of the listed equipment and supplies, the District shall refund such money to the City within thirty (30) days of its purchase of the last item.
- 3.6.2 Annual Costs. At the implementation of Phase II (implementation of Phase II does not include the time needed for training required personnel for Phase II, but when delivery of paramedic service to the public is initiated), the City shall pay fifty-five percent (55%) and the District shall pay forty-five percent (45%) of the cost of the entire paramedic program (Phase I and Phase II), as indicated in Exhibit "B" attached hereto. Upon the beginning of the second year of Phase II and thereafter, the

City shall pay sixty percent (60%) and the District shall pay forty percent (40%) of the cost of the entire paramedic program (Phase I and Phase II), as indicated in Exhibit "B" attached hereto, until implementation of Phase III. As indicated in Exhibit "B" attached hereto, the parties understand, acknowledge and agree that the Phase II Annual Costs will increase the Phase I Annual Costs by \$55,316.40 based on current salaries and equipment costs.

- 3.6.3 Training Costs. Once the City has reviewed and approved the estimated paramedic training costs for the six (6) upgraded positions required for Phase II, as indicated in Exhibit "C" attached hereto ("Phase II Training Costs"), and once the City has approved the implementation of Phase II, the City shall fund fifty percent (50%) of the Phase II Training Costs as they are incurred by the District. The District shall invoice the City no more often than monthly for the City's share of the Phase II Training Costs incurred that month, and the City shall pay each approved invoice within thirty (30) days of the invoice date.
- 3.7 Phase III Funding. The Phase III ALS First Responder Services shall begin when the City and District have each identified and mutually agreed upon a funding source. The Parties shall fully cooperate with each other in exploring options for funding of Phase III. Details for the operation and funding will be brought forward in a future agreement.
- 3.8 Increases in Annual Costs. The Phase I Annual Costs and the Phase II Annual Costs shall be subject to annual adjustments as follows: (1) the personnel costs shall be subject to adjustment based upon any salary or benefit increases, as evidenced in an approved "MOU" or similar legally enforceable document; (2) the equipment, supplies and capital replacement costs shall be subject to adjustment based upon the annual rate of inflation, as defined by the Consumer Price Index ("Consumer Price Index" shall mean such report as published from time by the U.S. Department of Labor, Bureau of Statistics, as the Consumer Price Index For All Urban Consumers, Los Angeles, Long Beach, Anaheim, Metropolitan Area, All Items (1967=100), or any successor report of similar effect) for the fiscal year immediately preceding the adjustment; (3) ICEMA required increased scope of practice and equipment; and (4) the personnel, equipment, supplies and capital replacement costs shall be subject to adjustment based upon any higher level of service requested by the City. Such increases shall be born by City and District based on the then applicable annual percentage split.
- 3.8 District's Obligation to Meet Standards and Requirements. The District shall provide an approved ICEMA contract to the City, which outlines the County's approved protocols, policies and procedures for ALS services. In addition, District shall provide City with quarterly reports regarding the District's response times in each fire demand zone of the City.
- 3.10 ALS Representatives. Each party shall designate a person to act as its representative for the performance of this Contract ("ALS Representative"). The parties designate the following persons for this purpose: (1) the City designates its Police Chief or his or her designee; and (2) the District designates its Division Chief or his or her designee. The ALS Representatives shall have the power to negotiate on behalf of their respective parties for all purposes under this Contract.
- 3.11 Indemnification. The District agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents and volunteers from any and all claims, actions, losses, damages to property or persons, including wrongful death, and/or liability arising out of the District's performance of this Contract, and for any costs or expenses incurred by the City on account of any claim arising out of the District's performance of this Contract, except where such indemnification is prohibited by law.
- 3.12 Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, the District shall secure and maintain throughout the contract the following types of insurance with limits as shown:
- Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the District and all risks to such persons under this Contract.

The County of San Bernardino and the Central Valley Fire Protection District are Self Insured for all other purposes and risk under this Contract (including general liability and automobile liability risk).

- 3.12 Termination. Any Party may terminate this Contract for any or no reason with one hundred and eighty (180) days prior written notice to the other Parties. In addition, failure by any Party to abide by the terms set forth in this Contract will be cause for the termination, unless the breaching Party cures its breach within the notification period stated below or unless corrective modifications to Contract are agreed upon by the Parties. The Party who believes that a breach has occurred shall provide to the breaching Party (with copies to all other Parties) one hundred and eighty (180) days notice, in writing of the nature of the breach and the steps necessary to cure the breach.
- 3.14 Notices. All notices hereunder shall be in writing and served personally or deposited in the United States Mail, first class, addressed as follows:

City:

City of Fontana
Police Chief
8353 Sierra Avenue
Fontana, CA 92335

District:

San Bernardino County Consolidated Fire District
Fire Chief/County Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

Each party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party also warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party hereto.

This Contract may be executed in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, this Contract has been executed and approved and is effective and operative as to each of the parties as herein provided.

///
DISTRICT

CITY

City of Fontana
(Print or type name of corporation, company, contractor, etc.)

By David Eshleman
(Authorized signature - sign in blue ink)

Fred Aguilar
Fred Aguilar, Chairman, Board of Supervisors,
Acting in its capacity as governing body of CSA 70
and Central Valley Fire Protection District

Dated: JUL 24 2001

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD OF SUPERVISORS

By [Signature]
Clerk of the Board of Supervisors
of the District of San Bernardino.

Name David Eshleman
(Print or type name of person signing contract)

Title Mayor

Dated: _____

Address: 8353 Sierra Avenue
Fontana, CA 92335

By: Beatrice Watson
City Clerk

By: [Signature]
Best, Best & Krieger LLP
City Attorney

Approved as to Legal Form <u>[Signature]</u> District Counsel Date <u>6-12-01</u>	Reviewed by Contract Compliance <u>[Signature]</u> Date <u>6-27-01</u>	Reviewed for Processing <u>[Signature]</u> Agency Administrator/CAO Date <u>6/27/01</u>
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EXHIBIT "A"

PHASE I COST BREAKDOWN

ANNUAL COSTS

Item	Per Year	5 Year Replacement	5 Year Total
Salary	\$ 53,253.00	\$ 319,518.00	\$ 159,759.00
Benefits	\$ 22,374.00	\$ 134,244.00	\$ 67,122.00
Overtime	\$ 15,000.00	\$ 90,000.00	\$ 45,000.00
Paramedic Bonus	\$ 4,200.00	\$ 25,200.00	\$ 12,600.00
Continuing Education	\$ 607.00	\$ 3,642.00	\$ 1,821.00
Certification	\$ 400.00	\$ 2,400.00	\$ 1,200.00
Safety Clothing	\$ 500.00	\$ 3,000.00	\$ 1,500.00
Uniforms	\$ 150.00	\$ 900.00	\$ 450.00

Item	Per Year	5 Year Replacement	5 Year Total
Supply & Equipment Cost	\$ 7,320.00	\$ 36,600.00	\$ 18,300.00

Item	Per Year	5 Year Replacement	5 Year Total
Cardiac Monitor	\$ 10,874.00	\$ 54,370.00	\$ 5,437.00
Airway & Invasive Equipment	\$ 2,962.00	\$ 14,810.00	\$ 1,481.00
Paramedic Squad Vehicle	\$ 80,000.00	\$ 80,000.00	\$ 8,000.00

* Denotes per year cost for a 5-year replacement plan

Total Annual Cost			
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EXHIBIT "A" (CONT.)

NEW EQUIPMENT AND SUPPLIES
(ONE-TIME START-UP COST)

Equipment or Supplies	Base Price	Estimated Price	Supply Price
Cardiac Monitor	\$ 10,874.00	\$ 54,370.00	\$ 27,185.00
Drug Box (Stocked)	\$ 2,050.00	\$ 10,250.00	\$ 5,125.00
Airway Kit (Stocked)	\$ 912.00	\$ 4,560.00	\$ 2,280.00
Supply Cost (Initial)	\$ 5,420.00	\$ 27,100.00	\$ 13,550.00
Oxygen (Upgrade)	\$ 2,100.00	\$ 10,500.00	\$ 5,250.00
Paramedic Squad Vehicle	\$ 80,000.00	\$ 80,000.00	\$ 40,000.00
Subtotal			

Equipment for 4 Paramedic Units and one Reserve Set - Paramedic Squad is for only one vehicle

EXHIBIT "B"

PHASE II COST BREAKDOWN 45% - 55% SPLIT

ANNUAL COSTS

Item	Cost	Cost	Cost	Cost
Paramedic Bonus	\$ 4,200.00	\$ 25,200.00	\$ 11,340.00	\$ 13,860.00
Continuing Education	\$ 607.00	\$ 3,642.00	\$ 1,638.90	\$ 2,003.10
Certification	\$ 400.00	\$ 2,400.00	\$ 1,080.00	\$ 1,320.00
Safety Clothing	\$ 500.00	\$ 3,000.00	\$ 1,350.00	\$ 1,650.00
Uniforms	\$ 150.00	\$ 900.00	\$ 405.00	\$ 495.00

Item	Cost	Cost	Cost	Cost
Supply & Equipment Cost	\$ 7,320.00	\$ 14,640.00	\$ 6,588.00	\$ 8,052.00

Item	Cost	Cost	Cost	Cost
Cardiac Monitor	\$ 10,874.00	\$ 21,748.00	\$ 1,957.32	\$ 2,392.28
Airway & Invasive Equipment	\$ 2,962.00	\$ 5,924.00	\$ 533.16	\$ 651.64

* Denotes per year cost for a 5-year replacement plan

EXHIBIT "B" (CONT.)

<div> <div> </div> <div> </div> </div>				
Total Annual Cost Phase I	\$ 197,640.00	\$ 645,340.00	\$ 290,403.00	\$ 354,937.00
Total Annual Cost Phase II	\$ 27,013.00	\$ 55,316.40	\$ 24,892.38	\$ 30,424.02
Total Annual Cost	\$ 214,653.00	\$ 690,656.40	\$ 315,295.38	\$ 385,361.02

EXHIBIT "B" (CONT.)

**PHASE II COST BREAKDOWN
40% - 60% SPLIT**

ANNUAL COSTS

Category	40% Split	50% Split	60% Split	70% Split
Paramedic Bonus	\$ 4,200.00	\$ 25,200.00	\$ 10,080.00	\$ 15,120.00
Continuing Education	\$ 607.00	\$ 3,642.00	\$ 1,456.80	\$ 2,185.20
Certification	\$ 400.00	\$ 2,400.00	\$ 960.00	\$ 1,440.00
Safety Clothing	\$ 500.00	\$ 3,000.00	\$ 1,200.00	\$ 1,800.00
Uniforms	\$ 150.00	\$ 900.00	\$ 360.00	\$ 540.00

Category	40% Split	50% Split	60% Split	70% Split
Supply & Equipment Cost	\$ 7,320.00	\$ 14,640.00	\$ 5,856.00	\$ 8,784.00

Category	40% Split	50% Split	60% Split	70% Split
Cardiac Monitor	\$ 10,874.00	\$ 21,748.00	\$ 1,739.84	\$ 2,609.76
Airway & Invasive Equipment	\$ 2,962.00	\$ 5,924.00	\$ 473.92	\$ 710.88

* Denotes per year cost for a 5-year replacement plan

EXHIBIT "B" (CONT.)

<p align="center">CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS DIVISION OF STREET LIGHTING</p>				
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Total Annual Cost Phase I	Per unit \$ 197,640.00	Total Program \$ 645,340.00	District Cost \$ 290,403.00	City Cost \$ 354,937.00
Total Annual Cost Phase II	\$ 27,013.00	\$ 55,316.40	\$ 22,126.56	\$ 33,189.84
<p align="center">TOTAL ANNUAL COST PHASE I & II \$ 224,653.00 \$ 700,656.40 \$ 312,529.56 \$ 388,126.84</p>				

NEW EQUIPMENT AND SUPPLIES
(ONE-TIME START-UP COST)

Item	Per Unit	Total Program	District Cost
Cardiac Monitor	\$ 10,874.00	\$ 21,748.00	\$ 10,874.00
Drug Box (Stocked)	\$ 2,050.00	\$ 4,100.00	\$ 2,050.00
Airway Kit (Stocked)	\$ 912.00	\$ 1,824.00	\$ 912.00
Supply Cost (Initial)	\$ 5,420.00	\$ 10,840.00	\$ 5,420.00
Oxygen (Upgrade)	\$ 2,100.00	\$ 4,200.00	\$ 2,100.00
Total New Equipment & Supplies	\$ 21,356.00	\$ 42,712.00	\$ 21,356.00

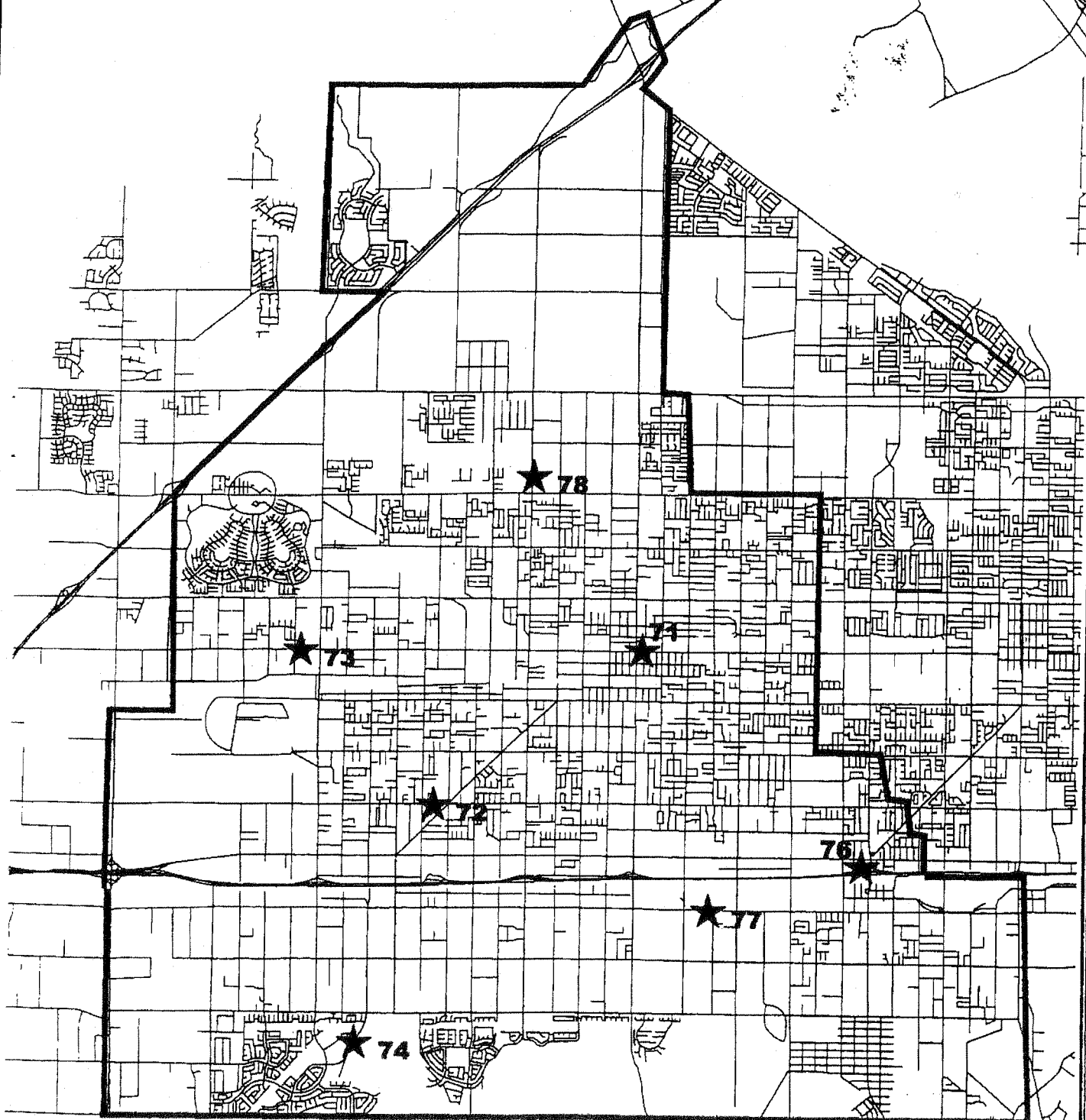
EXHIBIT "C"

PHASE II COST BREAKDOWN

PARAMEDIC TRAINING & EDUCATION COSTS
(One-time Cost)

Item	Unit Cost	Quantity	Total Cost
Overtime	\$ 41,273.00	\$ 247,638.00	\$ 123,819.00
Tuition & Education Expense	\$ 1,500.00	\$ 9,000.00	\$ 4,500.00
Total			\$ 128,319.00

WEST VALLEY BATTALION PARAMEDIC ZONES



Communications Division
San Bernardino County Fire Department
Paton Mills, Fire Chief
06/18/2001

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

February 26, 2002

15

**FROM: PETER R. HILLS, Fire Chief/Fire Warden
San Bernardino County Consolidated Fire District**

**SUBJECT: AGREEMENT BETWEEN CENTRAL VALLEY FIRE PROTECTION DISTRICT
AND THE CITY OF FONTANA FOR WILDLAND FIREFIGHTING SERVICES**

RECOMMENDATION: Acting as the governing body of the Central Valley Fire Protection District (District), approve the agreement with City of Fontana (City) for receipt of an annual payment of \$1,950, for wildland fire protection services to 325 acres of lands to be annexed to the City.

BACKGROUND INFORMATION: The District has historically provided fire protection and emergency services to the City and surrounding unincorporated lands as an overlay fire district. The City does not exercise fire powers. The City is now annexing 325 acres of unincorporated land within the district at its northern boundary known as "Coyote Canyon". State law requires that lands annexed to an incorporated city to be removed from the State Responsibility Area (SRA) for wildland fire protection. In this case, fiscal responsibility for wildland fires in this urban-interface area will consequently transfer from the California Department of Forestry and Fire Protection (CDF) to the District, which is exercising fire powers.

The City has agreed as part of the LAFCO annexation process to pay the District \$6 per acre, or \$1,950 annually, to offset the increase in service liability placed on the District by this annexation. Existing tax revenues to the District from this area are expected to be adequate for structural fire protection and it is anticipated that the funds from this agreement will be sufficient to cover the more sporadic wildland fires that occur every few years. Also, the District participates in a Master Mutual Aid agreement whereby neighboring local, state, and federal fire agencies would assist the District in wildland fire protection if called.

The District will bill the City annually for this acreage at the stipulated rate.

As the area develops in the future, the parties may agree to modify the terms as the wildland threat diminishes and less acreage poses an urban interface wildland fire liability to the District.

This agreement was approved by the city on December 6, 2001.

REVIEW BY OTHERS: This item has been reviewed by County Counsel (L. Thomas Krahelski) on November 13, 2001 and coordinated with the appropriate Supervisorial District. This item has also been reviewed by the County Administrative Office (Norm Kanold, Associate Administrative Officer).

FINANCIAL IMPACT: This Agreement will result in \$1,950 per year in additional revenue to the District (SQY 580) to offset the costs of wildland fire protection for the area. No adjustments in the District's FY 2001/02 budget are required.

SUPERVISORIAL DISTRICT(S): Second

PRESENTER: PETER R. HILLS, 387-5948

Record of Action of the Board of Supervisors

15



District of San Bernardino

F A S

STANDARD CONTRACT

FOR DISTRICT USE ONLY

E	New	Vendor Code		SC	Dept.	A	Contract Number	
M	Change							
X	Cancel							
District Department					Dept.		Orgn.	
Central Valley Fire Protection District							Contractor's License	
District Department Contract Representative					Ph. Ext.		Amount of Contract	
Peter R. Hills, Fire Chief/Fire Warden					387-5948		\$1,950.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
SGP	290	290		9800				
Commodity Code				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
Project Name								
Fire Protection Services				FY	\$			
Agreement				FY	\$			

THIS CONTRACT is entered into in the State of California by and between the Central Valley Fire Protection District, hereinafter called the District, and the City of Fontana, hereinafter called the City.

Name

CITY OF FONTANA

hereinafter called CITY

Address

8353 Sierra Avenue
Fontana, CA 92335

Phone (909) 350-7600

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN
CENTRAL VALLEY FIRE PROTECTION DISTRICT
AND
CITY OF FONTANA**

WITNESSETH:

WHEREAS, the City may have occasion to annex lands that are identified as State Responsibility Area lands for purposes of wildland fire protection; and

WHEREAS, these lands upon annexation by the City, are required by State law to be removed from the State Responsibility Area for fire protection; and

WHEREAS, the parties recognize that certain lands within the wildland/urban interface may pose an extraordinary threat and cost for fire protection; and

WHEREAS, the District is willing and able to perform such wildland fire protection;

NOW, THEREFORE, it is agreed as follows:

1. This Agreement shall be effective when annexation is finalized by LAFCO and executed by the authorized representatives of all parties.
2. The District shall provide to the City wildland fire protection for 325 acres of land as indicated on the map attached and marked as "Exhibit A".
3. The City agrees to Pay the District for providing said services at the rate of \$6.00 per acre annually upon presentation of an invoice by the District, and annually hereafter. The rate per acre as well as number of acres remaining in a "Wildland Designation" will be reviewed annually. This Agreement shall be amended to reflect any new rates, subject to the approval of the City.
4. District response for wildland fire protection will be subject to availability of resources from the District and the Mutual Aid System.
5. This Agreement may be amended at any time by written mutual consent of both parties.
6. Either party, by written notice to the other party, may terminate this Agreement with 30 days advance notice.
7. Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due shall be cause for the termination of this Agreement: such termination shall become effective 30 days from receipt of written notice of cancellation.
8. Indemnification.

The District agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents and volunteers from any and all claims, suits, acts, omissions, losses and damages, to property or persons, including death, personal injury, and/or liability arising out of the District's performance of this Contract, and for any costs or expenses incurred by the City on account of any claim arising out of the District's performance of this Contract, except where such indemnification is prohibited by law. Such indemnification shall also include any and all losses and costs from any subrogation actions against the City that arise from employment related injuries incurred by District personnel while performing activities related to the contract so long as the injury is not caused in whole or in part by the City, it's officials, officers, employees, agents and volunteers.

Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, the District shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self Insurance Program that meets Statutory Limits of the State of California, including Employer's Liability, with sufficient limits to cover all persons providing services on behalf of the District and all risks to such persons under this Contract.

The Central Valley Fire Protection District is Self Insured for all other purposes and risk under this Contract (including general liability and automobile liability risk).

9. Notices. All notices hereunder shall be in writing and served personally or deposited in the United States Mail, first class, addressed as follows:

City:

City of Fontana
Management Services Director
8353 Sierra Avenue
Fontana, CA 92335

District:

Central Valley Fire Protection District

c/o Fire Chief/County Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

10. Authority to Execute Contract

Each party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party also warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party hereto.

This Contract may be executed in one or more counterparts, each of which shall constitute an original.

WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

DISTRICT

CITY

Chairman, of the Board of Supervisors,
acting in its capacity as the governing body of
Central Valley Fire Protection District

(Authorized Signature)

Printed Name: _____

Printed Name: _____

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD.

Dated _____

Clerk of the Board of Supervisors of the County of
San Bernardino.

Title _____

Address 8353 Sierra Avenue

Fontana, CA 92335

By _____
Deputy

Approved as to Legal Form

Reviewed as to Contract Compliance

Reviewed for Processing

County Counsel

Agency Administrator/CAO

Date _____

Date _____

Date _____

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

August 22, 2006

FROM: PAT A. DENNEN, Fire Chief/Fire Warden
San Bernardino County Consolidated Fire District

**SUBJECT: AGREEMENT BETWEEN COUNTY SERVICE AREA 70, SAN BERNARDINO COUNTY
CONSOLIDATED FIRE DISTRICT, CENTRAL VALLEY FIRE PROTECTION DISTRICT
AND THE CITY OF FONTANA FOR WILDLAND FIRE PROTECTION SERVICES**

RECOMMENDATION: Acting as the governing body of County Service Area 70, the San Bernardino Consolidated Fire District (CSA 70) and the Central Valley Fire Protection District (District), approve **Agreement 06-898** with the City of Fontana (City) for wildland fire protection services for 462 acres of lands to be annexed by the City, for an annual fee of \$2,772 paid to CSA 70 by the City, effective when the annexation is finalized by the Local Agency Formation Commission (LAFCO) and executed by authorized representatives of all parties, and will remain in effect until terminated by either party.

BACKGROUND INFORMATION: The District has historically provided fire protection and emergency services to the City and to surrounding unincorporated areas around the City. CSA 70 has provided wildland fire protection to the wildland areas surrounding the City, and within the District boundaries, through its dozer and slash crew programs. Wildland areas beyond the District boundaries are within the State Responsibility Area (SRA) and are protected by the California Department of Forestry and Fire Protection (CDF).

The City is now in the process of annexing 462 acres of unincorporated land, within the District, at its northern boundary known as "Monarch Hills." This annexation proposal is in progress at LAFCO with an estimated finalization date of December 2006. State law requires that land annexed by an incorporated city be removed from the State Responsibility Area (SRA) for wildland fire protection. If the annexation proposal were approved by LAFCO, fiscal responsibility for the provision of wildland fire protection in this urban-interface area would subsequently transfer from CDF to the City.

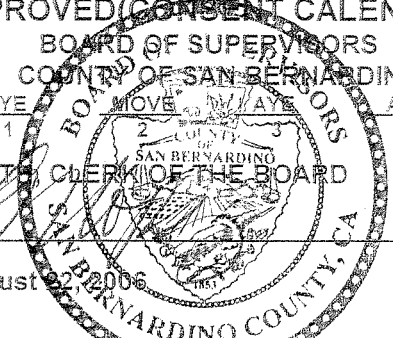
The City has agreed as part of the LAFCO annexation process to enter into an agreement to pay CSA 70 \$6 per acre, or \$2,772 annually, to provide the required wildland fire protection service, contingent upon LAFCO's approval of this annexation. Existing tax revenues to the District from this area are expected to be adequate for structural fire protection and it is anticipated that the funds from this agreement will be sufficient to cover the more sporadic wildland fires that occur every few years with which CSA 70 would provide for a response. Also, the District participates in a Master Mutual Aid Agreement whereby neighboring local, state, and federal fire agencies would assist the District in wildland fire protection if called.

CSA 70 would bill the City annually for this annexed acreage at the specified rate pursuant to the agreement. As the area develops in the future, the parties may agree to modify the terms as the wildland threat diminishes and less acreage poses an urban interface wildland fire liability for CSA 70 and the District.

Approval of this agreement with the City of Fontana (City) would provide for wildland fire protection services for 462 acres of lands to be annexed by the City, for an annual fee of \$2,772 paid to CSA 70 by the City, effective when the annexation is finalized by the Local Agency Formation Commission (LAFCO) and executed by authorized representatives of all parties, and will remain in effect until terminated by either party. This agreement is required to be in place prior to LAFCO finalizing the annexation.

cc: County Fire-Montag w/agreement
Contractor c/o County Fire w/agree
Auditor-Mejico w/agreement
IDS-w/agreement
Risk Management
County Fire-Dennen; Wellman
CC-Krahelski
CAO-Thies
File-w/agreement

Record of Action of the Board of Supervisors				
Agreement No. 06-898				
APPROVED (CONSENT CALENDAR)				
BOARD OF SUPERVISORS COUNTY OF SAN BERNARDINO				
MOTION	AYE	AYE	AYE	SECOND
	1	2	3	4
DENA M. SMITH, CLERK OF THE BOARD				
BY _____				
DATED: August 22, 2006				



**AGREEMENT BETWEEN COUNTY SERVICE AREA 70, SAN BERNARDINO COUNTY
CONSOLIDATED FIRE DISTRICT, CENTRAL VALLEY FIRE PROTECTION DISTRICT AND THE CITY
OF FONTANA FOR WILDLAND FIRE PROTECTION SERVICES**

August 22, 2006

Page 2

REVIEW BY OTHERS: This item has been reviewed by County Counsel (L. Thomas Krahelski, Deputy County Counsel, 387-5436) on July 26, 2006; and reviewed by the County Administrative Office (Wayne Thies, Administrative Analyst, 387-5409) on August 14, 2006.

FINANCIAL IMPACT: This agreement would result in \$2,772 per year in additional revenue to CSA 70 (SKX 106 100) to offset the costs of providing for wildland fire protection for the proposed annexed area. There is no impact to the County general fund.

SUPERVISORIAL DISTRICT(S): Second

PRESENTERS: Pat Dennen, 387-5948
Thom Wellman, 829-4441



District

F A S

STANDARD CONTRACT

FOR DISTRICT USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code			Dept.		Contract Number	
M		Change			SC		A	06-898	
X		Cancel							
County Service Area 70, Central Valley Fire Protection District					Dept.	Orgn.	Contractor's License No.		
County Department Contract Representative Carol Montag, Spec Proj Analyst					Ph. Ext. (909) 387-5944		Amount of Contract \$2,772.00		
Fund SKX	Dept. 106	Organization 100	Appr.	Obj/Rev Source 9800	Activity	GRC/PROJ/JOB Num			
Commodity Code				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I
Project Name									
Wildland Fire Protection									
Services Agreement									

THIS CONTRACT is entered into in the State of California by and between the Central Valley Fire Protection District, hereinafter called the District, and the City of Fontana, hereinafter called the City.

Name

CITY OF FONTANA

hereinafter called CITY

Address

8353 Sierra Avenue
Fontana, CA 92335

Phone (909) 350-7600

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRE PROTECTION SERVICES AGREEMENT BETWEEN COUNTY SERVICE AREA 70, SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT, CENTRAL VALLEY FIRE PROTECTION DISTRICT AND CITY OF FONTANA

WITNESSETH:

WHEREAS, the City may have occasion to annex lands that are identified as State Responsibility Area lands for purposes of wildland fire protection; and

WHEREAS, these lands upon annexation by the City, are required by State law to be removed from the State Responsibility Area for fire protection; and

WHEREAS, the parties recognize that certain lands within the wildland/urban interface may pose an extraordinary threat and cost for fire protection; and

WHEREAS, CSA 70 and the District are willing and able to perform such wildland fire protection;

NOW, THEREFORE, it is agreed as follows:

1. This Agreement shall be effective when annexation is finalized by LAFCO and executed by the authorized representatives of all parties.
2. CSA 70 and the District shall provide to the City wildland fire protection for 462 acres of land as indicated on the map attached and marked as "Exhibit A".
3. The City agrees to pay CSA 70 and the District for providing said services at the rate of \$6.00 per acre for fiscal year 2006/07, upon presentation of an invoice by CSA 70, and annually hereafter. The rate per acre as well as number of acres remaining in a "Wildland Designation" will be reviewed annually. This Agreement shall be amended to reflect any new rates, subject to the approval of the City.
4. CSA 70 and the District are responsible for wildland fire protection that will be subject to availability of resources from CSA 70, the District and the Mutual Aid System.
5. This Agreement may be amended at any time by written mutual consent of both parties.
6. Either party, by written notice to the other party, may terminate this Agreement with 30 days advance notice.
7. Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due, shall be cause for the termination of this Agreement: Such termination shall become effective 30 days from receipt of written notice of cancellation.
8. Indemnification.

CSA 70 and the District agree to defend, indemnify and hold harmless the City and its officials, officers, employees, agents and volunteers from any and all claims, suits, acts, omissions, losses and damages, to property or persons, including death, personal injury, and/or liability arising out of CSA 70's or the District's performance of this Contract, and for any costs or expenses incurred by the City on account of any claim arising out of CSA 70's or the District's performance of this Contract, except where such indemnification is prohibited by law. Such indemnification shall also include any and all losses and costs from any subrogation actions against the City that arise from employment related injuries incurred by CSA 70 or District personnel while performing activities related to the contract so long as the injury is not caused in whole or in part by the City, its officials, officers, employees, agents and volunteers.

Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, CSA 70 and the District shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self Insurance Program that meets Statutory Limits of the State of California, including Employer's Liability, with sufficient limits to cover all persons providing services on behalf of CSA 70 and the District and all risks to such persons under this Contract.

CSA 70 and Central Valley Fire Protection District are self-insured for all other purposes and risk under this Contract (including general liability and automobile liability risk).

9. Notices. All notices hereunder shall be in writing and served personally or deposited in the United States Mail, first class, addressed as follows:

City:

City of Fontana
Management Services Director
8353 Sierra Avenue
Fontana, CA 92335

District:

CSA 70 San Bernardino County Consolidated Fire District
Central Valley Fire Protection District
c/o Fire Chief/County Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

DISTRICT

CITY



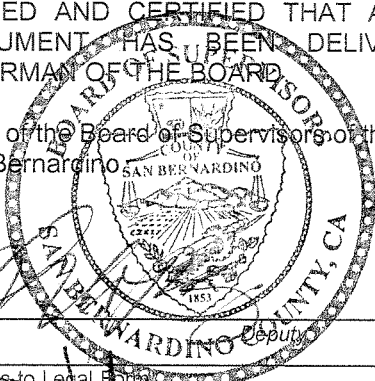
Chairman, of the Board of Supervisors,
acting in its capacity as the governing body of
CSA 70, San Bernardino County Consolidated Fire District

Printed Name: Bill Postmus

Dated AUG 22 2006

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors of the County of
San Bernardino



By

Approved as to Legal Form

County Counsel

Date

Reviewed as to Contract Compliance

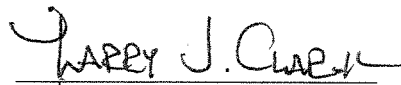
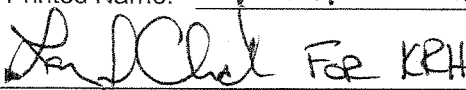
Date

Reviewed for Processing

Agency Administrator/CAO

Date

Printed Name:


 For KPH

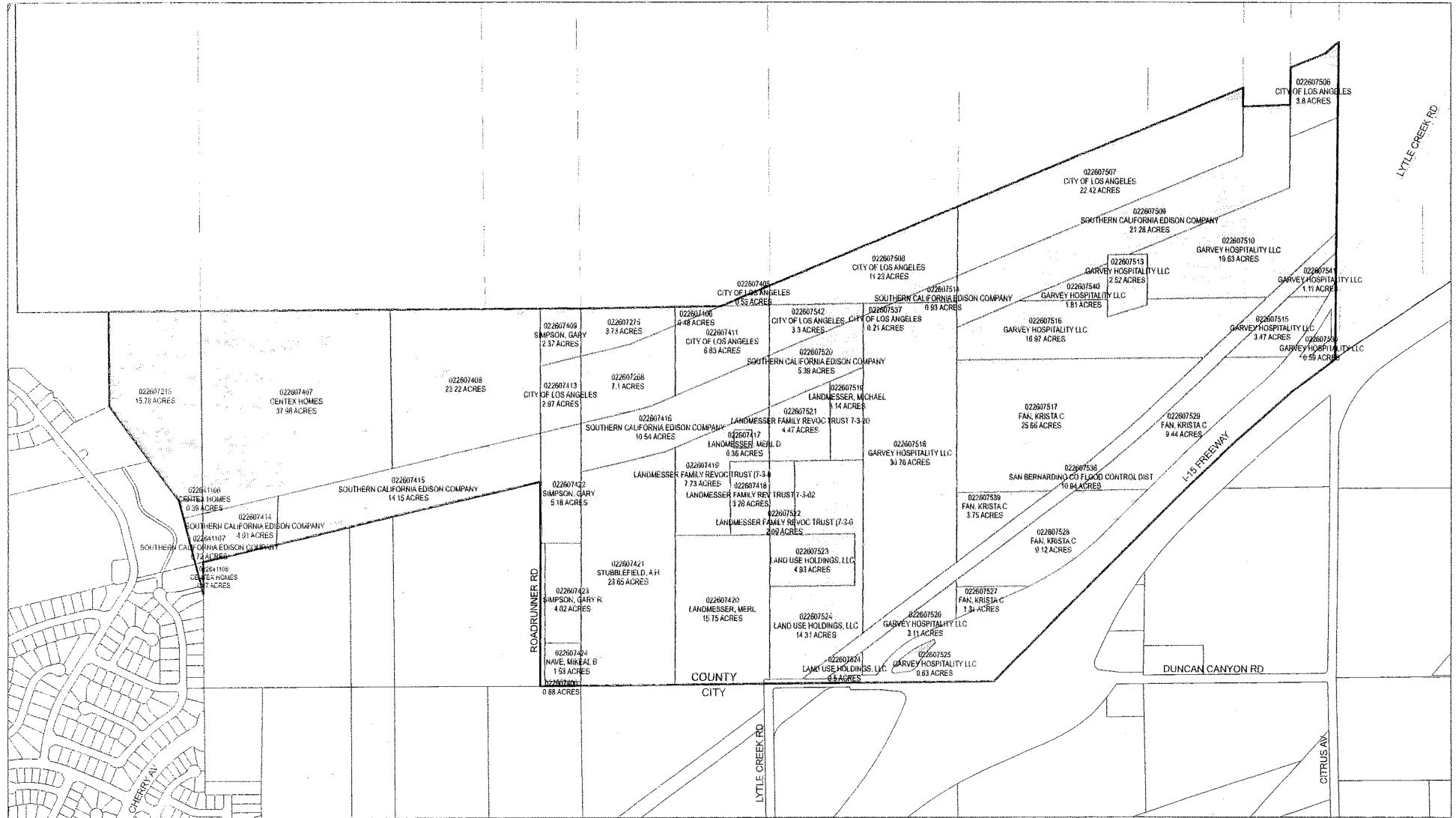
Dated

Title

Address 8353 Sierra Avenue

Fontana, CA 92335

City of Fontana Annexation No. 169 (Monarch Hills)



City of Fontana
Department of Engineering / GIS
Printed January 18, 2008
Northern Annexation Map AX1D

Aerial Photo Date: April, 2004

0 300 600 Feet
1" = 300 Feet



Legend

- Annexation Area
- Current City Boundary



District of San Bernardino

F A S

STANDARD CONTRACT

FOR DISTRICT USE ONLY

E	New	Vendor Code		SC	Dept.	A	Contract Number
M	Change						06-
X	Cancel						
District Department				Dept.		Orgn.	Contractor's License No.
Central Valley Fire Protection District							
District Department Contract Representative				Ph. Ext.		Amount of Contract	
Carol Montag				387-5944		\$2,772.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SKX	106	100		9800			
Commodity Code			Estimated Payment Total by Fiscal Year				
			I/D	FY	Amount	I/D	FY
Project Name							
Wildland Fire Protection							
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Name

CITY OF FONTANA

hereinafter called **CITY**

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Fontana, CA 92335

Phone **(909) 350-7600**

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(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRE PROTECTION SERVICES AGREEMENT

BETWEEN

COUNTY SERVICE AREA 70 SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT

CENTRAL VALLEY FIRE PROTECTION DISTRICT

AND

CITY OF FONTANA

WITNESSETH:

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7. Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due shall be cause for the termination of this Agreement: such termination shall become effective 30 days from receipt of written notice of cancellation.
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CSA 70 and the District agree to defend, indemnify and hold harmless the City and its officials, officers, employees, agents and volunteers from any and all claims, suits, acts, omissions, losses and damages, to property or persons, including death, personal injury, and/or liability arising out of CSA 70's or the District's performance of this Contract, and for any costs or expenses incurred by the City on account of any claim arising out of CSA 70's or the District's performance of this Contract, except where such indemnification is prohibited by law. Such indemnification shall also include any and all losses and costs from any subrogation actions against the City that arise from employment related injuries incurred by CSA 70 or District personnel while performing activities related to the contract so long as the injury is not caused in whole or in part by the City, its officials, officers, employees, agents and volunteers.

Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, CSA 70 and the District shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self Insurance Program that meets Statutory Limits of the State of California, including Employer's Liability, with sufficient limits to cover all persons providing services on behalf of CSA 70 and the District and all risks to such persons under this Contract.

CSA 70 and Central Valley Fire Protection District are Self Insured for all other purposes and risk under this Contract (including general liability and automobile liability risk).

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City of Fontana
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8353 Sierra Avenue
Fontana, CA 92335

District:

CSA 70 San Bernardino County Consolidated Fire District
Central Valley Fire Protection District
c/o Fire Chief/County Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

10. Authority to Execute Contract

Each party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party also warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party hereto.

This Contract may be executed in one or more counterparts, each of which shall constitute an original.

WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

DISTRICT

CITY

Chairman, of the Board of Supervisors,
acting in its capacity as the governing body of
CSA 70 San Bernardino Consolidated Fire District

(Authorized Signature)

Printed Name: Bill Postmus

Printed Name: David Edgar

Dated _____



SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD.

Dated August 2, 2006

Clerk of the Board of Supervisors of the County of
San Bernardino.

Title Deputy City Manager

Address 8353 Sierra Avenue

Fontana, CA 92335

By _____

Deputy

Approved as to Legal Form

Reviewed as to Contract Compliance

Reviewed for Processing

County Counsel

Agency Administrator/CAO

Date _____

Date _____

Date _____

The map displays a complex land ownership structure with numerous parcels. Key features include:

- Major Roads:** L-15 Freeway, Lytle Creek Rd, Citrus Av, Duncan Canyon Rd, Roadrunner Rd, and Cherry Av.
- Parcel Labels:** Each parcel is labeled with a unique identifier (e.g., 022607215) and its acreage (e.g., 15.78 ACRES). Some labels also include the owner's name (e.g., CENTEX HOMES, SOUTHERN CALIFORNIA EDISON COMPANY).
- Geographic Divisions:** The map is divided into sections by a grid of lines, with some sections labeled 'COUNTY' and 'CITY'.
- Ownership:** The map shows a variety of owners, including the City of Los Angeles, Southern California Edison Company, Landmesser Family Revoc Trust, and various LLCs.

Aerial Photo Date: April, 2004

This routing / review / sign off sheet accompanies the attached Fire Protection Agreement for San Bernardino County to provide wildland fire protection services for the proposed Monarch Hills Annexation.

City Attorney	<u>N/R</u>	} Not needed for < \$25K 9
City Clerk	<u>N/R</u>	
Department Head	<u>[Signature]</u>	
Risk Manager	<u>Ed Bay</u>	
Contracts Admin	<u>[Signature]</u>	
Business Services	<u>[Signature]</u>	

Jeff McPherson

From: Jeff McPherson
Sent: Thursday, July 13, 2006 4:59 PM
To: 'twellman@sbcfire.org'
Subject: FW: Monarch Hills Annex.pdf

Attachments: Monarch Hills Annex.pdf



Monarch Hills
nnex.pdf (269 K.

Thom,

FYI.

Jeff

-----Original Message-----

From: Cecilia Henderson
Sent: Thursday, July 13, 2006 4:37 PM
To: Jeff McPherson
Subject: Monarch Hills Annex.pdf

Jeff,

The acreage is 462+/- acres. (The map & legal were revised; the acreage is more than I previously mentioned.) Let me know if you need further info.

Cecilia @ 6743
Annexation Program Coordinator

The message is ready to be sent with the following file or link attachments:

Monarch Hills Annex.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Jeff McPherson

From: Cecilia Henderson
Sent: Thursday, July 13, 2006 4:37 PM
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Subject: Monarch Hills Annex.pdf

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Monarch Hills
nnex.pdf (269 K.

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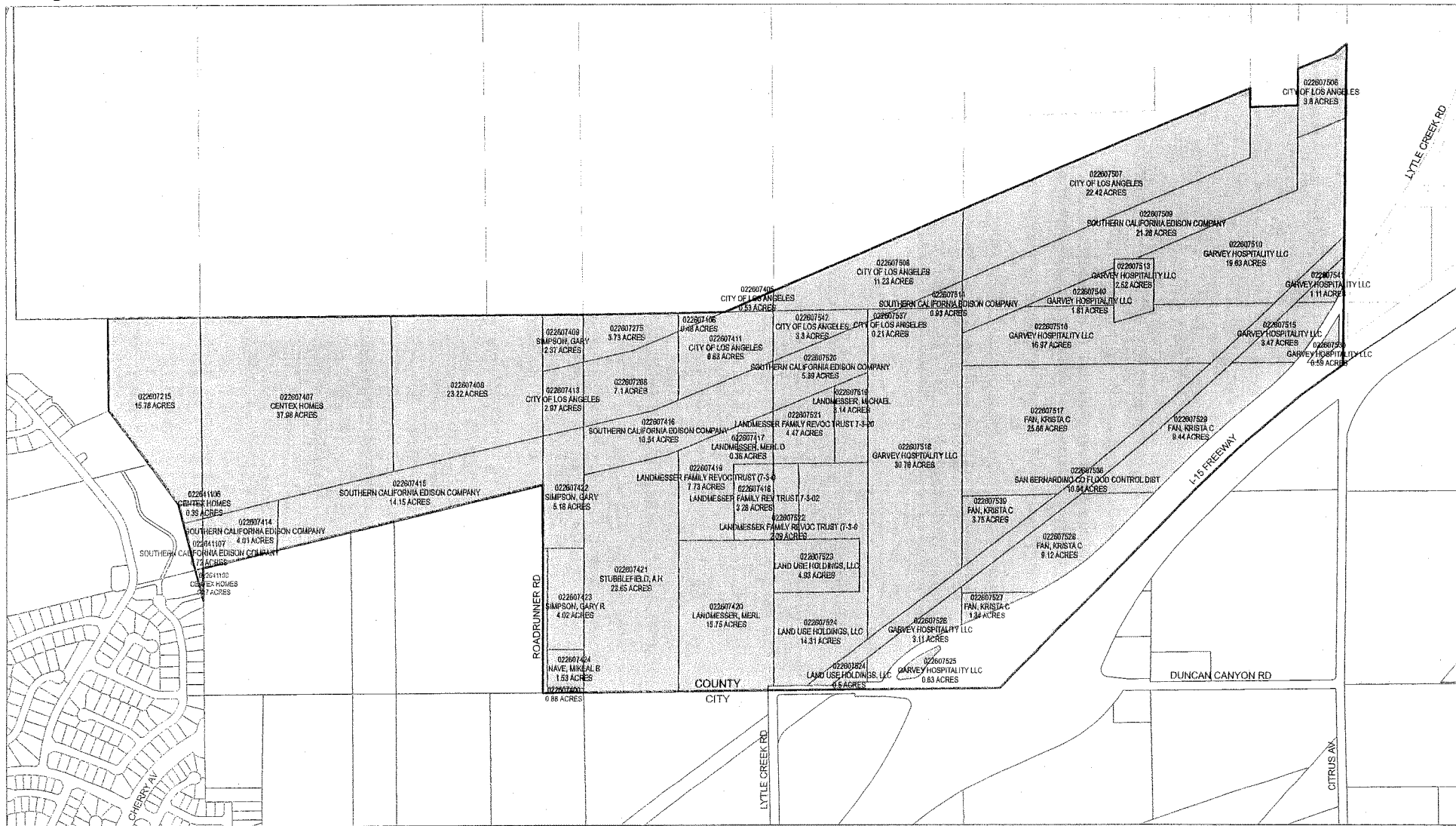
Cecilia @ 6743
Annexation Program Coordinator

The message is ready to be sent with the following file or link attachments:

Monarch Hills Annex.pdf

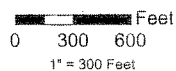
Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

City of Fontana Annexation No. 169 (Monarch Hills)



City of Fontana
Department of Engineering / GIS
Printed January 16, 2006
Northern Annexation Map.MXD

Aerial Photo Date: April, 2004



Legend

- Annexation Area
- Current City Boundary

Jeff McPherson

From: Cecilia Henderson
Sent: Monday, June 05, 2006 5:30 PM
To: Jeff McPherson
Subject: Monarch Hills

Attachments: SKMBT_C25006060516190.pdf



SKMBT_C25006
0516190.pdf (2 M)

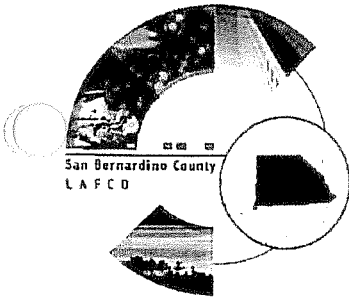
Jeff,

We have a pending annexation at LAFCO (Monarch Hills) and LAFCO is requesting some information. See Items 5 and 10 in the attached letter. Please review and give me a call when you can to discuss.

Thanks! Cecilia

PS

Monarch Hills annexation is on the n/w side of the I-15 Fwy, adjacent to Coyote Canyon & Hunter's Ridge.



LOCAL AGENCY FORMATION COMMISSION

175 West Fifth Street, Second Floor • San Bernardino, CA 92415-0490
(909) 387-5866 • Fax (909) 387-5871
E-mail: lafco@lafco.sbcounty.gov • www.sbclafco.org

Established by the State of California to serve the Citizens, Cities, Special Districts and the County of San Bernardino

May 23, 2006

Kenneth R. Hunt, City Manager
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Dear Mr. Hunt:

RE: DEPARTMENTAL REVIEW COMMITTEE (DRC) FINDINGS

On April 20, 2006, the Departmental Review Committee for the Local Agency Formation Commission (hereinafter shown as LAFCO) reviewed your proposal entitled: LAFCO 3056-City of Fontana Annexation No. 169 (Monarch Hills). The following determinations were made:

1. The proposal will require a revised map and legal description that reflect the corrections shown on the enclosed documents from the County Surveyor's Office. The revised version of the map and legal description should show the complete title of LAFCO 3056 (as listed in the above paragraph), revision number (#1), date of revision and signature and certification seal of either a licensed land surveyor or registered civil engineer. Please contact John Dodrill in the County Surveyor's Office at (909) 387-8157 if you have any questions regarding the enclosed comments.

Please provide ten copies of the revised legal description and seven copies of the revised map. If the map is submitted on a sheet greater than 11"x17", a copy of a reduced version of the map must be submitted for our reproduction purposes.

2. Enclosed is a copy of the response received from the Special Districts Department indicating that although they believe there are some streetlights in the annexation area, County Service Area SL-1 does not include the area nor does the County pay for any lights in the area. LAFCO staff will clarify whether there will be any responsibility for streetlights transferred to the City as a part of the review process. If it is determined that responsibilities need to be transferred, the standard policy will be implemented and a condition of approval included in the resolution.

COMMISSIONERS

PAUL BIANE, Chair
Board of Supervisors
BOB COLVEN, Vice Chair
Special District
KIMBERLY COX
Special District
DENNIS HANSBERGER
Board of Supervisors
LARRY McCALLON
City Member
MARK NUAIMI
City Member
RICHARD P. PEARSON
Public Member

ALTERNATES

JAMES V. CURATALO
Special District
JOSIE GONZALES
Board of Supervisors
A.R. "TONY" SEDANO
Public Member
DIANE WILLIAMS
City Member

STAFF

KATHLEEN ROLLINGS-McDONALD
Executive Officer
SAMUEL MARTINEZ
LAFCO Analyst
MICHAEL A. TIERPE
LAFCO Analyst
DEBBY CHAMBERLIN
Clerk to the Commission
ANGELA M. SCHELL
Deputy Clerk to the Commission

LEGAL COUNSEL

CLARK H. ALSOP

Carla DeB...
6/4



3. The Tentative Tract Map 17020 shows an additional tract to the west of its boundaries, Tract 16483, within LAFCO 3056. Additional information is requested regarding this Tentative Tract, such as its status, number of units, service provision, etc.
4. Enclosed is a copy of the response from the Environmental Health Services Department indicating support for the annexation.
5. It was discussed that the area of consideration is currently designated as a State Responsibility Area (SRA) for the prevention and suppression of wildland fires by the State Department of Forestry and Fire Protection. As outlined by statute, upon annexation, the SRA designation will be removed and the costs for wildland fire suppression will become a financial obligation of the City. It was indicated that in the past there has been a contract between the City and the Central Valley Fire Protection District (CVFPD) related to the provision of wildland fire suppression/protection. It is requested that clarification, in writing, be provided that addresses the financial obligation to be assumed by the City, whether the prior contractual arrangements will be provided for this annexation area and whether there is support for this area to be included in the existing contract through amendment or separate agreement. A copy of the California Department of Forestry and Fire Protection's SRA map has been provided to Ms. Henderson, by copy of this letter.
6. Although no specific comments were received from the Special Districts Department, other than those related to streetlights, it was discussed that a portion of this proposal is within the boundaries proposed for the creation of County Service Area (CSA) 120 (open space and habitat preservation). Enclosed is a copy of a map of the proposed CSA 120. Please provide written clarification of: (a) the land use designation within the area anticipated to be a part of CSA 120, (b) whether it is the City's position that this area within its sphere is to be maintained in open space, and (c) whether the City will support the continued overlay of CSA 120 in this area following annexation.
7. It was discussed that the annexation area includes three parcels along the western edge of the proposal that are outside the boundaries of the West Valley Water District (WVWD) sphere which are not a part of the Fontana Water Company. The Plan for Service indicates that water service to the entirety of the proposal will be provided by WVWD. If this is the case, there will need to be a sphere expansion proposed for the WVWD and the current application expanded to include annexation to WVWD. However, if the area is to be served by the Fontana Water Company, a letter needs to be provided outlining that the area is already in its boundary or that it is requesting expansion of its service area through the Public Utilities Commission (PUC) to include this area.
8. It was discussed that the WVWD will need to provide a letter outlining its ability to serve the annexation area, including the development anticipated in Tentative Tract 17020, clearly outlining any limitations or constraints on service delivery that it anticipates. Mr. Leon Long, Assistant General Manager of WVWD, asked whether a water service analysis could be used in lieu of the District providing a Plan for Service. Following a general discussion of the issues, it was indicated that the problem with using that

analysis is that it will not be prepared until the development is approved and actual service delivery is requested. LAFCO staff is requiring that the District confirm its ability to serve the annexation area, and most specifically the development anticipated, based on the land use designations currently proposed by the City.

9. It was noted that Item No. 6 on page 5 of the Justification for Proposal Form indicates that this project is part of a larger project or series of projects. Please provide a more detailed written response explaining this answer.
10. The Plan for Service indicates that fire protection/paramedic services are provided through a contractual relationship between the City and the CVFPD. Valley Division Chief Tom Wellman indicated that the contract is area specific and does not include the area proposed for annexation. It is requested that information on the timeline and materials needed to amend this contract to include the annexation area be provided.
11. The Plan for Service identifies the Fontana Unified School District's assessment for funding school construction, but not the assessment for the Etiwanda School District portion of the project. Please provide the amount of the assessment for the Etiwanda School District. It was also requested that a map outlining the division between the School Districts within the annexation boundary be provided.
12. Under Infrastructure in the Plan for Service, the possible creation of a Community Facilities District (CFD) or annexation of the area into an existing CFD for on-going maintenance and operation of various services is mentioned. A representative from Fieldstone clarified that the CFD would be for the financing of the installation of infrastructure, not ongoing maintenance and operation. Please clarify the Plan for Service, page 3, which states "the purpose of the CFD is to finance the costs of maintenance and operation of streetlighting, landscaping, parks, parkways, and the removal and/or cover of graffiti." Please provide a written outline of how these services will be funded for maintenance and operation in the future.
13. It was outlined at the DRC Meeting that during the City Council hearing initiating the annexation proposal discussion took place regarding concerns on legal, non-conforming uses of property owners within the annexation. Ms. Henderson indicated that there remain some issues regarding the issue of legal, non-conforming uses of the existing residences within the area. Please provide an explanation of these issues (resolved and unresolved), the anticipated resolution of these concerns, and any follow-up documentation necessary.
14. It was discussed that the annexation area contains 16 registered voters so the proposal will be considered an inhabited annexation, with the applicable protest provisions.
15. Ms. Julie Rynerson, Division Chief, Current Planning Division of the County Land Use Services Department, verified that the County currently has no development applications within the annexation area.

16. It was noted that under Storm Drains in the Plan for Service, there is no discussion of the Hawker Crawford Channel within this area. Ms. Henderson indicated that that issue would be covered in the Environmental Impact Report (EIR) to be prepared for Tentative Tract 17020 (see No. 19 below for further discussion).
17. It was discussed that no Fiscal Impact Analysis was provided for this proposal, with the City indicating that this was because the area is currently vacant. However, it was indicated that the number of dwelling units that will be allowed, based upon the City's land use designations and the processing of Tentative Tract 17020, can be established. Therefore, LAFCO is requiring that a Fiscal Impact Analysis be prepared for this proposal.
18. The property tax transfer process has begun and the final date for receipt of the required resolutions is June 21, 2006.
19. Mr. Tom Dodson, Commission Environmental Consultant, was not present at the DRC meeting; however, LAFCO staff has had subsequent review and discussion with him on this proposal and its environmental requirements. In addition, LAFCO staff is in receipt of the City's Notice of Preparation of a Draft Environmental Impact Report (DEIR) for Monarch Hills Development (Tentative Tract Map 17020), dated April 25, 2006. This Notice identifies that the DEIR will address, among other things, the following under Public Services and Utilities -- "The project's infrastructure requirements will be evaluated and the ability of existing service providers to serve the site will be considered in the DEIR. Analysis will be based on direct input from providers as well as a review of the applicant's plan for service." Based upon this information, the City will need to identify its choice for further environmental processing for the annexation application. The choices are as follows:
 - a. LAFCO as Lead Agency -- Mr. Dodson has indicated that since there is at least one specific project associated with the annexation application, and LAFCO is being asked to be the lead agency for environmental review, CEQA requires LAFCO to evaluate the project with the greatest definition, and that would be the tentative tract. Therefore, in doing the evaluation, LAFCO will need to prepare an initial study to determine if the project is 100% consistent with the City's General Plan and determine if the impacts were evaluated in the General Plan. If they were not and they require additional mitigation or they cannot be mitigated to a level of non-significance, then an EIR will need to be prepared by LAFCO as the first entity to act on the project. An estimate of the deposit necessary to begin this environmental process will be provided upon notification that this is the City's choice for environmental process. Or,
 - b. LAFCO as Responsible Agency -- LAFCO can await the completion of the DEIR to be prepared by the City as it relates to Tentative Tract 17020.

The City's choice for environmental processing needs to be provided in writing.

We would appreciate receiving the information outlined above by no later than June 21st. A tentative hearing date for Commission consideration of this proposal has not been scheduled due to the need to determine the appropriate environmental processing for the application and the completion of the property tax transfer process. If you have any questions on this correspondence, or cannot meet the timeframe outlined above, please contact my office at the number listed above.

Sincerely,



KATHLEEN ROLLINGS-McDONALD
Executive Officer

/krm
Enclosures

cc: Debbie Brazill, Deputy City Manager/Development Services
Cecilia Lopez-Henderson, Annexation Program Coordinator (w/red-lined Surveyor comments)
Don Williams, Community Development Director
Fieldstone Community Development, Inc.:
Patrick Malloy, Project Manager
Billy T. Chen, Project Manager
Karen Shirk, Project Manager Assistant
Peter Fan, Landowner
Matt Brown, Chief of Staff, Second Supervisorial District
Scott VanHorne, Field Representative, Second Supervisorial District
West Valley Water District:
Anthony Araiza, District Manager
Leon Long, Assistant District Manager
Tom Crowley, Assistant District Manager
Mike McGraw, General Manager, Fontana Water Company
Dan Wurl, Assistant Fire Chief, County Consolidated Fire Agency
Tom Wellman, Valley Division Chief, County Consolidated Fire Agency
Tom Dodson, Tom Dodson and Associates
Tom Sutton, Director, County Special Districts Department
Jeff Rigney, Deputy Chief Operations, County Special Districts Department